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ANNUAL REPORT

OF THE

State Board of Arbitration

For the Year 1892.

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Commonwealth of Massachusetts.

State Board of Arbitration,
13 Beacon Sreett, Boston, Feb. 1, 1893.

To the General Court.

I have the honor to transmit herewith the seventh annual report of the State Board of Arbitration.

Very respectfully,

BERNARD F. SUPPLE,
Clerk of the Board.

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SEVENTH ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

The work of this Board during the year 1892, in settling through conciliation or arbitration disputes arising between employers and employees, has been attended by success in a greater degree than in any year since the Board was established. This has been largely due to a better acquaintance with the law on the part of the public, and with the methods pursued by the Board, also to a growing sense of the wasteful inutility of strikes and lock-outs.

In three great States of the Union, during the last year, it has been found necessary, by reason of strikes and lock-outs, to invoke the aid of military force, in order to preserve the peace and to enable law-abiding citizens to pursue their callings, or to travel in their accustomed way. We, of course, can have nothing to say of the merits or demerits of the controversies which, while they lasted, were watched with anxiety by the people of the whole country. A recurrence, at frequent

intervals, of disturbances like those here referred to, cannot be contemplated with equanimity under any form of government by the people ; and, as one consequence of the interest excited by these events, the Board has received an increasing number of communications from public libraries, colleges, men prominent in official life, and leading representatives of working men, in other States, seeking information concerning our law and its practical results.

Methods of arbitration and conciliation have long been in use, to some extent, in a few of the countries of Europe ; but the application of these methods through a State tribunal or commission is thus far peculiar to this country, and, if we may believe the testimony which has come to us from outside the State, has met with the most tangible success here in Massachusetts. The question of arbitration in the name of the State is now occupying the attention of some of the brightest intellects in Great Britain, who compose the Royal Commission on Labor. The zealous and very competent secretary of that commission, Mr. Geoffrey Drage, has in person sought and obtained the fullest information that could be afforded by the reports of our Board and the collective experience of its members. M. Paul Deschanel, of the

French Chamber of Deputies, and M. Dehli, of Norway, have also visited this country in an official capacity the past year, and have sought from this Board similar information for the use of their respective governments. The subject of State arbitration is also under consideration by the government of Belgium, and in the British colonies of New Zealand and New South Wales.

It is not sought to exaggerate what has been accomplished here; but there can be no doubt that our Commonwealth was wisely prompt to recognize the fact, troublesome and disagreeable as it is to many persons, that the relations of corporations and other employers of labor to their employees, under modern complex conditions of trade and competition, are of such a nature that a slight derangement of one part of the machinery often threatens great mischief to extensive and valuable property rights, as well as loss of earnings to large numbers of workingmen and workingwomen.

The employment of the militia in other States has shown, as might have been expected, that by its aid peace can be preserved and the laws enforced; but it is equally clear that this expensive and irritating method of dealing with large bodies of discontented men and women who have no

means of earning a living has no tendency to settle on any permanent or rational basis the relations of employers to wage-earners. A permanent State board of arbitration, ready to act on the shortest notice as the mutual friend and adviser of all parties, is in and of itself an argument to refrain from violence, and an invitation to employ reason and conciliation instead of threats and force. In the last seven years, the life-time of this Board, although strikes and lock-outs, too many of them, have occurred every year, in no case we believe has it been necessary for keeping the peace to re-enforce the municipal police by the action of the militia.

The act passed at the last session of the Legislature, relating to the appointment and compensation of expert assistants, has caused some slight increase in the expenses of the Board; but, if the parties shall select suitable and competent persons to act in that capacity, and if the expert assistants shall do their duty with diligence, fairness and entire honesty of purpose, as they have generally aimed to do, thus far, their work will be a valuable assistance to the Board, and there is reason to believe that through their aid the decisions of the Board concerning wages will be deemed to carry more weight than would otherwise be accorded

to them. Should this expectation be realized, the additional expense will be fully justified on grounds of public utility.

Requests for the Board's reports are received throughout the year. Manufacturers, workmen, students and the agents of labor organizations frequently call for them, or for decisions given in specified cases. It has been the practice of the Board to print a limited number, from one hundred to two hundred, of copies of each wage-list recommended by the Board, or other important decision, as soon as it has been rendered; and these, as well as the later annual reports, have been furnished freely upon application. Frequently the request is made for a full set of the reports from the beginning; and, since the reports of two years are practically exhausted, it is recommended that two hundred and fifty copies of the first annual report and a like number of the fourth annual report be reprinted, for distribution by the Board. One contains twenty-two printed pages, the other sixty-eight. The reprinting would cost but little, and, with the copies of the reports of other years which are now on hand, would make upwards of two hundred complete sets of the Board's reports, which can be bound together from time to time as they may be wanted, and will, we are confident, be found useful in various directions.

The law of the State concerning arbitration is given below, being chapter 263 of the Acts of 1886, entitled, "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," as amended by St. 1887, chapter 269; St. 1888, chapter 261; and St. 1890, chapter 385; also St. 1882, chapter 382.

Section 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two: *provided*, *however*, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eighty-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year, or until their respective successors are appointed; and on the first

day of July in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, but not exceeding twelve hundred dollars a year.

Sect. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

Sect. 3. Whenever any controversy or difference not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before

them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

Sect. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and

present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request.

When notice has been given as aforesaid, each of the parties to the controversy, the employer on the one side, and the employees interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board. The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board information concerning the wages paid and the methods and grades of work prevailing in manufacturing establishments within the Commonwealth of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the Commonwealth such compensation as shall be allowed and certified by the board, together with all necessary travelling expenses.* Nothing in this act shall be construed to prevent the board

* See further as to experts, their duties and compensation, St. 1892, c. 382, *post*.

from appointing such other additional expert assistant or assistants as it may deem necessary. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

Sect. 5. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

Sect. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory where they work.

Sect. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitra-

tion and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

Sect. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the Commonwealth, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing, not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lock-out has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

Sect. 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attend-

ance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the Commonwealth, as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

SECT. 10. The members of said state board shall until the first day of July in the year eighteen hundred and eighty-seven be paid five dollars a day each for each day of actual service; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the treasury of the Commonwealth; and both before and after said date they shall be allowed their necessary travelling and other expenses, which shall be paid out of the treasury of the Commonwealth.

[ST. 1892, CHAPTER 382.]

An Act relating to the duties and compensation of expert assistants appointed by the state board of arbitration and conciliation.

Be it enacted, etc., as follows:

SECTION 1. In all controversies between an employer and his employees in which application is made to the state board of arbitration and conciliation, as provided by section four of chapter two hundred and sixty-three of the

acts of the year eighteen hundred and eighty-six as amended by section three of chapter two hundred and sixty-nine of the acts of the year eighteen hundred and eighty-seven, and by section one of chapter three hundred and eighty-five of the acts of the year eighteen hundred and ninety, said board shall appoint a fit person to act in the case as expert assistant to the board. Said expert assistants shall attend the sessions of said board when required, and no conclusion shall be announced as a decision of said board, in any case where such assistants have acted, until after notice given to them, by mail or otherwise, appointing a time and place for a final conference between said board and expert assistant on the matters included in the proposed decision. Said expert assistants shall be privileged to submit to the board, at any time before a final decision shall be determined upon and published, any facts, advice, arguments or suggestions which they may deem applicable to the case. They shall be sworn to the faithful discharge of their duties by any member of said board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive for their services from the treasury of the Commonwealth the sum of seven dollars for each day of actual service, together with all their necessary travelling expenses.

Sect. 2. This act shall take effect upon its passage. [*Approved June 15, 1892.*

Exclusive of the strikes and lock-outs in the granite trade, the controversies of which the Board

has taken active cognizance, during the year, involved, more or less directly, workmen and workwomen, whose yearly earnings are estimated at $2,034,804. The total annual earnings, under ordinary conditions, of the factories, etc., involved, would amount to about $8,986,210. The expense of maintaining the State Board for a year has been $10,430.44.

Following are reports of the most important matters with which the Board has dealt. The statements of facts and arguments are of necessity very much condensed, details being given only so far as is deemed necessary for a fair understanding of the questions involved and the results attained.

REPORTS OF CASES.

REPORTS OF CASES.

BOUVÉ, CRAWFORD & CO.—BROCKTON.

On Dec. 3, 1891, the lasters employed by Bouvé, Crawford & Co., at Brockton, left their benches because of a failure to agree with the firm on the number of pairs of shoes that ought to be lasted in a day with the aid of the Chase Lasting Machine. This work had been paid for, since the introduction of the machine, about a year, at the rate of $3 a day, and for their wages the operatives had at first done from 45 to 75 pairs a day each. Subsequently the firm demanded 100 pairs each per day, and the men did it. In the month of October preceding the union presented a price list calling for prices by the pair, and involving an increase of wages. On December 3, no agreement having been reached concerning the proposed price list, the firm gave the workmen notice that thereafter 115 pairs a day would be expected of each man. The union workmen left after they were notified that those who continued to work would be required to do 115 pairs a day. The

representatives of the union complained of this requirement when the matter of prices was still under consideration by the firm and the union, and said that further time should have been allowed, as they requested, for a discussion of the new requirement. No time being allowed, all the union men left work, and the firm filled their benches with non-union men.

On December 10, the attention of the Board having been drawn to the matter, a member of the Board visited the firm at Brockton, and also called upon the local representatives of the union there. Nothing was done in the way of effecting an understanding between the parties, the firm expressing entire satisfaction with the men whom they had hired and with the quality of the work done. They said also that no desire for a settlement with the union would lead them to discharge the non-union men who were working for them. Inquiries made subsequently from time to time have not developed any new features in the case.

NARRAGANSETT MILLS — FALL RIVER.

On Oct. 28, 1891, all the weavers employed in the Narragansett Mills, Fall River, to the number of about 130, left work, in consequence of a difference with the agent concerning the amount of their earnings. The dissatisfaction began when the price for "mummies" was placed at 30 cents per cut, and for satines at 25¾ cents. The weavers complained that the cuts were longer than the standard measurement upon which their wages were presumably based, and accordingly they asked to be paid 40 cents for "mummies" and 26½ cents for satines. The management offered an explanation of the apparent lengthening of the cuts, but failed to satisfy the weavers, who at last struck, as before stated.

The agent of the mill either did not, or could not, fill the places of the striking weavers, and the controversy dragged along for two months without attracting the notice of the public except by an occasional newspaper paragraph to the effect that the striking weavers had met and voted to remain out. Some obtained employment in other mills,

and others complained that they were unable to obtain the needed employment in other mills by reason of their having taken part in this strike.

At the end of the year this Board was led to believe that the time had come, or nearly come, for a settlement, which would start up the looms again, and thus afford employment to men whose support was to a greater or less extent a burden upon the resources of others who were at work. Accordingly, on Jan. 1, 1892, by invitation of the Board, the superintendent of the mills, Mr. Harrison, and Messrs. Proudfoot and Crook, representing the weavers, met with the Board at Fall River, and the whole controversy was discussed. When, however, it was sought to bring them to some agreement, the representatives of the workmen said that they were bound by their instructions to insist upon the prices which were demanded at the beginning of the strike; and the superintendent was not willing to say, in the absence of the agent, what the management of the mills would or would not do. In this view of the situation, the conference was adjourned, with a request that both parties would meet the Board again on the following Monday at the same place. In accordance with the invitation, on January 4 the Board was met by Mr. Waring, the agent, and Mr.

Harrison, superintendent, and also by Messrs. Proudfoot, Crook and Oliver, representing the weavers recently employed in the Narragansett Mills. At this interview the weavers' committee stated that, at a meeting of weavers held that morning, they had been authorized to settle for the prices which they had contended for from the beginning, together with the concessions which had already been made by the management. The agent replied that the new goods could not profitably be made at the prices demanded, and that it would be better for him to resume the manufacture of print cloths. The committee adhered to their position, and, in reply to a question from the chairman of the Board, said that arbitration had been mentioned at the meeting of the weavers, but had not been entertained favorably. Mr. Waring was then asked whether he would consent to leave the question of prices for the two items in dispute to arbitration, either to the State Board or to a local board to be made up by the parties immediately interested. The agent answered that he was unable to reply at once, but would, if it seemed desirable, consider the suggestion.

There appearing to be no prospect of any agreement at this conference, the Board then advised and recommended that both parties reconsider

their positions and come to an agreement to allow the dispute to be settled by arbitration, either by the State Board or by a local board to be selected by the parties to the dispute.

On the following day the Board was informed by letter from the secretary of the weavers' union, that at a meeting of the weavers held on the preceding day, and after the conference with the Board, it was voted that "the weavers are willing to submit their grievances to a committee of four, Mr. Waring to appoint two and the weavers to appoint two, providing the weavers' representatives are members of the executive committee of their respective association."

The following correspondence then occurred: —

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, Jan. 5, 1892.

JAMES WARING, *Treasurer Narragansett Mills, Fall River.*

DEAR SIR: — I am directed to inform you that a letter has been received from the weavers, submitting a proposition, herein copied and sent to you for consideration, as follows: —

"The weavers are willing to submit their grievances to a committee of four, Mr. Waring to appoint two and the weavers to appoint two, providing the weavers' representatives are members of the executive committee of their respective association."

The favor of an early response will be appreciated by the Board.

Yours respectfully,

BERNARD F. SUPPLE, *Clerk.*

OFFICE OF NARRAGANSETT MILLS,
FALL RIVER, MASS., Jan. 7, 1892.

State Board of Arbitration.

GENTLEMEN: — We are in receipt of yours of 5th instant, giving the proposition submitted by the weavers. We do not think any definite conclusion would be reached by such a committee as proposed, and do not think anything could be gained thereby. We have no objection to leave the matter out to the present State Board of Arbitration, who we think would be more competent to pass judgment on the matter than any such committee as proposed and named in your letter.

Respectfully yours,

JAMES WARING, *Treasurer*,
per I. A. BROWN.

Mr. Waring's reply was communicated to Mr. Whitehead, secretary of the weavers' union, on January 9, as follows: —

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, Jan. 9, 1892.

JAMES WHITEHEAD, *Secretary Cotton Weavers' Progressive Union, Fall River, Mass.*

DEAR SIR: — The proposition contained in your letter of the 4th instant, to submit the grievances of the weavers to a

committee of four, the mills to appoint two and the weavers two, was at once communicated by the Board to Mr. James Waring, treasurer of the Narragansett Mills, with a request that he would give it careful consideration and favor the Board with a reply. Yesterday a letter was received from Mr. Waring, addressed to the State Board, the substance of which is as follows: —

"We do not think," he says, "any definite conclusion would be reached by such a committee as proposed, and do not think anything could be gained thereby. We have no objection to leave the matter out to the present State Board of Arbitration, who we think would be more competent to pass judgment on the matter than any such committee as proposed and named in your letter."

I am directed to forward the foregoing communication for the consideration of the weavers, and to say that, although the Board is ever ready to do all in its power to promote justice and restore harmonious relations, it purposely refrains at present from any comment upon the circumstances of the case, and deems it best not to say or do anything to influence in any degree the action which may be taken by the weavers concerning the suggestion made by the treasurer of the mills.

Yours respectfully,

Bernard F. Supple, *Clerk*.

To this letter a reply was received from Mr. Whitehead, dated the 11th, and saying, "I brought Mr. Waring's proposition (as contained

in your letter this morning) before a meeting of the weavers, and they decided, after some discussion, not to accept Mr. Waring's proposition to leave the dispute in the hands of the State Board for settlement." The letter closed with a request that Mr. Barry, of the State Board, would visit the weavers in Fall River, for the purpose of explaining the powers, duties and methods of the Board. In response to this request, Mr. Barry went to that city on the 13th and attended a meeting of the weavers held that day. On this occasion it was voted to place the matter in the hands of the Weavers' Progressive Association of Fall River and Vicinity.

On the 15th a letter was received from the secretary of the association, informing the Board that "the question of leaving the settlement of the strike to the State Board" had been earnestly discussed at a meeting of the association held on the preceding day, and, after much debate, "it was voted not to leave the settlement to the Board, but to the weavers themselves, as it was the opinion of the majority that, providing a settlement could be arrived at between Mr. Waring and the weavers, it would give more satisfaction to all parties concerned than any decision the Board might arrive at." The substance of this letter was communi-

cated to Mr. Waring, by letter dated January 16, as follows: —

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, Jan. 16, 1892.

Mr. JAMES WARING, *Treasurer of Narragansett Mills, Fall River, Mass.*

DEAR SIR: — I am directed to inform you that the Board has to-day received a communication from the secretary of the Weavers' Progressive Association of Fall River, stating that the association to which the Narragansett weavers referred the question of submitting to the State Board their differences has signified its unwillingness to agree to that method of settlement. The secretary expresses a hope for an early settlement, but says that the majority of the members prefer that a settlement should be made between you and the weavers.

In view of this action, the Board does not see anything further to be done at present to influence either party to the controversy, but it will gladly renew its efforts at any time upon a suggestion from either side.

Very respectfully,

BERNARD F. SUPPLE, *Clerk.*

Three days later, Messrs. Proudfoot and Crook, a committee of the weavers, called at the office of the Narragansett Mills and inquired for Mr. Waring, the agent. The superintendent informed them that the agent was away, and that he did not

know when he would return. The committee asked if the agent had left any word. Mr. Harrison said, "No." They then asked whether the superintendent could let them know anything. He said, "No ; only, if you want to go to work, go, and you will get as much money, after a little while, as you ever got, as we shall be on the same kind of goods that you always did so well on." Something being said about six weavers having all the benefit of double cuts, Mr. Harrison said that he "would speak to Mr. Waring about having single cuts taken off at the week's end, and there would be no trouble over that."

Immediately after this interview, and without any further understanding with the agent of the mills, the strike all at once came to an end, and the operatives returned after an unprofitable controversy lasting through more than a quarter of a year.

GOULD & WALKER — WESTBOROUGH.

On Dec. 12, 1891, the Board received a joint application, signed by the firm of Gould & Walker and by John D. Dullea, representing employees. On the one hand, the firm contended that the prices paid in their shoe factory for stitching, bottoming, and in the sole-leather room, were too high. The employees opposed any reduction, and claimed that some, at least, of the prices were too low. A hearing was had in Boston, and expert assistants were appointed to aid the Board in its investigations, who made their report on February 10, 11. By that time so many changes and additions had been made in the list of items, in comparison with the lists as at first presented, that it was deemed advisable to hear the parties further. Accordingly, after due notice, the Board went to Westborough on February 18, and a full opportunity was afforded the firm and the workmen to be heard upon the whole list as amended.

On February 29 a decision was agreed to and published, which was a virtual readjustment of the price lists in the departments affected, some items being increased and some diminished.

In the matter of the joint application of Gould & Walker, of Westborough, and their employees.

Petition filed December 12. Hearing, December 12, 21; February 18.

In this case substantially the whole stitching list of the shoe factory of Gould & Walker has been submitted to the Board for revision, with the express or tacit agreement of all concerned that some items were too high and some too low. A large number of items, however, indicate work which has heretofore been done by the day or week, and it was agreed that the Board should find and recommend fair prices per case of twelve pairs for doing this work.

A decision has been arrived at after hearing the parties interested and after a careful and laborious comparison of prices paid in several other factories in which are made goods of a like grade with those of the factory in question.

The following price list is recommended for the factory of Gould & Walker, at Westborough : —

Stitching Boots, Wax Thread.

	Per Dozen.
Stitching in counters, 2-needle, Upside-down machine, held in, men's, boys' and youths',	$0.02
Stitching in outside counters, 2-needle National machine, tacked on, men's, boys' and youths',	.02
Stitching on straps, 2-needle National machine, held on, men's, boys' and youths',	.03
Stitching on straps, 2-needle National machine, tucked and tacked, men's, boys' and youths',	.03

	PER DOZEN.
Stitching on straps, 2-needle National machine, tucked and not tacked, men's, boys' and youths',	$0.03
Siding, ends pulled, operator trims counters and piles boots, men's,	.11
Siding, ends pulled, operator trims counters and piles boots, boys',	.09
Siding, ends pulled, operator trims counters and piles boots, youths',	.09
Siding, ends pulled, operator trims counters and piles boots, long legs, eighteen inches and over,	.16
Siding, ends pulled, operator trims counters and piles boots, ear boot,	.11
Siding, ends pulled, operator trims counters and piles boots, driving boots with flaps,	.16
Siding, no ends to pull, operator trims counters and piles boots, Campbell machine,	.20
Saddle seaming on Saddle-seam machine, operator trims ends, men's and boys',	.05½
Stitching brace or counter seam, Saddle-seam machine, operator trims ends, men's, boys' and youths',	.05
Turning ear boots or oyster boots, men's,	.09
Turning all other boots, men's, boys' and youths',	.08
Stitching pieces to backs and fronts, twelve pairs of pieces, men's, boys' and youths',	.02½
Seaming tops to fronts with welt, men's, boys' and youths',	.02½
Seaming tops to fronts without welt, men's, boys' and youths',	.02½
Stitching ear-pieces to back, 2-needle, held on, backs centered, men's,	.04
Stitching inside back-stay, 1-needle Upside-down machine, marked for operator and held on, men's and boys',	.04

Stitching Boots, Dry Thread.

Stitching sole-leather tips, held on, 2-needle, marked, wax thread, youths',	.03½
Stitching plain lined tops with trimmer, 1-needle, pasted, men's, boys' and youths',	.02
Stitching plain lined tops with trimmer, 1-needle, held in, men's, boys' and youths',	.02½

	PER DOZEN.
Stitching plain lined tops and piping with under trimmer, 1-needle, lining and piping held in, men's, boys' and youths',	$0.04½
Stitching plain lined tops and piping with under trimmer, 1-needle, lining pasted, piping held in, men's, boys' and youths',	.04
Stitching fancy lined tops (D tops), 1-needle with trimmer, pasted, men's,	.02½
Stitching top lining to front, 2-needle, fine wax thread, men's,	.02
Stitching plain lined ear-piece, 1-needle with trimmer, pasted, men's,	.02½
Stitching plain lined ear-piece, 1-needle with trimmer, held in, men's,	.03
Stitching plain lined ear-piece and piping, 1-needle with under trimmer, lining and piping, held in, men's,	.04½
Stitching plain lined ear-piece and piping, 1-needle with under trimmer, lining pasted, piping held in, men's,	.04
Stitching facings to backs, 1-needle with trimmer, held in, men's, boys' and youths',	.02½
Stitching facings to backs, 1-needle with trimmer, pasted, men's, boys' and youths',	.02
Stitching facings and piping to backs, 1-needle with under trimmer, facing and piping held in, men's, boys' and youths',	.03
Stitching facings and pipings to backs, 1-needle with under trimmer, facing pasted, piping held in, men's, boys' and youths',	.02½
Stitching second row on facings, 1-needle, men's, boys' and youths',	.02
Stitching on piping to back, 1-needle, held in, run to gauge, men's, boys' and youths',	.02
Stitching on piping to front, 1-needle, held in, run to gauge, men's, boys' and youths',	.02
Stitching side lining to fronts, boots broken, with side-lining attachment, men's, boys' and youths',	.11

Unlined Shoes, Wax Thread.

Plain English Tie.

Heel seaming with welt, men's, boys' and youths',	.02½
Staying heel seam, 2-needle with loop stay, held in, men's, boys' and youths',	.03½

	PER DOZEN.
Stitching in counter, Upside-down machine, 1-needle, held in, men's, boys' and youths',	$0.02½
Vamping, 2-needle, vamps marked,	.04
Vamping, 1-needle, 2 rows, vamps marked,	.05

Gusset English Tie.

Stitching side gusset to vamp, 1-needle, men's and boys',	.04
Stitching side gusset to quarter, 1-needle, dry thread, men's and boys',	.05
Vamping, 2-needle,	.04½
Vamping, 1-needle, 2 rows,	.05½

Prices in other respects for Plain Dom Pedros same as Plain English Tie.

Prices for Gusset Dom Pedros same as Gusset English Tie.

STITCHING UNLINED SHOES, WAX THREAD.

Gusset California Creedmore.

Seaming gusset, lap seam, 1-needle, no brace, men's and boys',	02
Stitching gusset to vamp, 1-needle, men's and boys',	.04
Stitching gusset to quarter, 1-needle, dry thread, men's and boys',	.05

Price for vamping same as English Gusset Tie.

Price for rest of work same as Plain English Tie.

Gusset Creedmore, Old Style.

Vamping, 2-needle, long circular seam, men's,	.05½
Vamping, 1-needle, 2 rows, long circular seam, men's,	.06½

Prices for stitching Gusset Creedmore, in other respects the same as California Creedmore, all the rest of shoe same as Plain English Tie.

Plain Southern Tie.

Plain Southern Tie, same as Plain English Tie.

Plain Brogan.

Vamping, 2-needle, men's and boys',	.04
Vamping, 1-needle, 2 rows, men's and boys',	.05
Stitching on counter, 1-needle Upside-down machine, held in, men's and boys',	.02½

Gusset Brogan.

	PER DOZEN.
Vamping, 2-needle, men's and boys',	$0.04½
Vamping, 1-needle, 2 rows, men's and boys',	.05½
Counter same as Plain Brogan.	
Gusset same as Gusset English Tie.	
Stitching buckle strap to quarter, 1-needle, 2 rows, for Plain and Gusset Brogan. Gusset to be put on so as not to interfere with buckle strap, men's and boys',	.03
Stitching buckle strap to quarter, 2-needle, 2 rows, for Plain and Gusset Brogan. Gusset to be put on so as not to interfere with buckle strap, men's and boys',	.02

Plain Blucher.

Plain Blucher same as Plain Brogan.

Gusset Blucher.

Gusset Blucher same as Gusset Brogan.

Plain Loggers'.

Vamping, 1-needle, 4 rows,	.08
Counter same as Plain English Tie.	
Gusset same as Gusset English Tie.	

Lace Plow.

Stitching side piece or gore, 2-needle, men's and boys',	.03⅓
Stitching whole gusset or bellows tongue, 1-needle, men's and boys',	.04
Stitching heel seam, lap seam, 2-needle, loop stay held in, men's and boys',	.04
Stitching heel seam, lap seam, 3-needle, loop stay held in, men's and boys',	.05
Stitching heel seam, lap seam, 1 row, men's and boys',	.03
Stitching in counter, tacked on, 1-needle,	.03⅓
Stitching in counter, held in, 1-needle,	.03⅓

Buckle Plow.

Stitching half gusset or tongue to lap or buckle piece, 1-needle, men's and boys',	.02
Stitching half gusset or tongue to shoe, 1-needle, men's and boys',	.03
Stitching lap or buckle piece to shoe, 2-needle, men's,	.03⅓
Heel seam and counter same as Lace Plow.	

Triumph Plow (Gusset Shoe).

	PER DOZEN.
Stitching gusset to vamp, 1-needle, coarse wax thread, 7 stitches to inch, men's and boys',	$0.04½
Stitching gusset to quarter, 1-needle, coarse wax thread, 7 stitches to inch, men's and boys',	.03½
Vamping same as English Gusset Tie.	
All the rest same as Plain English Tie.	

Miscellaneous.

Stitching dirt excluder or side lap to quarter, for all shoes, Upside-down machine, 1-needle (if done on National or Nason machine, quarter to be marked), men's and boys',	.05
Stitching tongue to vamp, all shoes, 1-needle, 2 rows, held on, men's and boys',	.03
Stitching tongue to vamp, all shoes, 2-needle, held on, men's and boys',	.02

STITCHING LINED SHOES, DRY THREAD.

Seaming linings,	.02
Stitching linings to quarters with trimmer, 1-needle, web loop, lining and loop held in, men's and boys',	.06
Stitching linings to quarter with trimmer, 1-needle, without loop, lining held in, men's and boys',	.06½
Stitching linings to quarter with trimmer, 1-needle, without loop, lining pasted, men's and boys',	.05
Stitching linings and piping to quarter, with under-trimmer, lining and piping held in, men's and boys',	.14
Stitching linings and piping to quarter, with under-trimmer, lining pasted, piping held in, men's and boys',	.12
Stitching second row, 1-needle, heel seam to point of vamp or end of eyelet row, men's and boys',	.05
Stitching second row, 1-needle, length of eyelet row,	.03
Stitching in counter cover, tacked on, web loop held in, 1-needle, men's and boys',	.07
Stitching fancy design for box toe (N. O. box) lining held in, after crimping, 1-needle, ends pulled and trimmed by operator, men's and boys',	.05
Stitching fancy design for box toe (N. O. box) lining pasted, 1-needle, ends pulled and trimmed, after crimping,	.04

English Balmoral.

	PER DOZEN.
Stitching top-facing to lining, held on, 1-needle, top only, men's and boys',	$0.04
Stitching lining to top with trimmer, 1-needle, lining held in, first row, men's and boys',	.07
Stitching lining to top with trimmer, 1-needle, lining pasted, first row, men's and boys',	.05½
Stitching second row, heel seam to end of eyelet row, 1-needle, men's and boys',	.04½
Stitching second row, eyelet row only, 1-needle, men's and boys',	.02½
Stitching lining and piping to top with under-trimmer, 1-needle, lining and piping held in, men's and boys',	.14
Stitching lining and piping to top with under-trimmer, 1-needle, lining pasted, piping held in, men's and boys',	.11
Vamping, seamless Merrick machine, 3-needle, tongue held in, vamp centred, no brace, men's and boys',	.13
Vamping, seamless Merrick machine, 2-needle, tongue held in, vamp centred, no brace, men's and boys',	.11
Vamping, seamless Wheeler & Wilson machine, 2-needle, tongue held in, vamp centred, no brace, men's and boys',	.11
Vamping, seamless Wheeler & Wilson machine, 1-needle, for third row, men's and boys',	.06
Stitching tips or toe-cap, 1-needle, 2 rows, vamp marked, held on, men's and boys',	.05
Stitching tips or toe-cap, 2-needle, 2 rows, vamp marked, held on, men's and boys',	.03½
Stitching cover for counter to top, unlined Balmoral, 1-needle, held in, men's and boys',	.02½
Heel seaming with welt, wax thread, men's and boys',	.04
Staying heel seam, 2-needle Alligator machine, loop pasted to stay, stay held in, men's and boys',	.04

Congress.

Seaming lining, web loop held in with lining, operator not to rub out seam, men's and boys',	.02½
Stitching gores, 1-needle, 1 row, gores marked and held in, No. V linings cut out by the firm, men's and boys',	.21½
Vamping Wheeler & Wilson machine, 2-needle, vamp centred, men's and boys',	.11

	PER DOZEN.
Staying heel seam, 2-needle Alligator machine, loop pasted to stay, stay held in, men's and boys',	$0.04½
Heel seaming same as English Balmoral.	
Merrick vamping same as English Balmoral.	
Three-row vamping same as English Balmoral.	

MISCELLANEOUS.

Riveting.

Riveting all shoes with four rivets to the pair, closing,	01
Riveting Buckle Plow, 2 rivets for buckle, piece stitched on and 8 for buckle and strap,	.03½
Riveting Triumph Plow, 4 rivets for closing, 4 for buckle and strap, and 4 for loop,	.03½
Riveting Buckle Brogans and all other shoes with 4 for closing and 4 for buckle and strap,	.02½
Riveting Buckle Brogans, strap stitched on, with 4 for closing and 2 for buckle,	.01¾
Riveting Buckle Dom Pedros, with 4 for closing and 6 for buckle and strap,	.03

Fair Stitching.

Stitching shoes from heel to heel, Campbell machine, men's and boys',	.15
Stitching shoes from ball to ball, Campbell machine, men's and boys',	.12
Stitching half or slip sole, Bay State machine, groove attachment, men's and boys',	.06
Stitching half or slip sole tacked to outer sole, Bay State machine, stitched through and through from ball to ball, men's and boys',	.09
Levelling on Giant machine (firm to take the work that machine gives),	.02½
Hooking shoes, 16 hooks, Power machine,	.01
Hooking shoes, 8 hooks, Power machine,	.01
Riveting outside sole leather counter, 3 rivets for each counter,	.01½
Riveting boot straps, after being stitched, 4 rivets to each pair,	.01
Treeing Gold-miners' shoes,	.50

Result. The decision was accepted and put in operation by all parties concerned.

ARLINGTON MILLS — LAWRENCE.

On Dec. 28, 1891, a complaint was received from Bernard J. Brennan to the effect that on the 22d of the same month about forty-two wool-sorters, old hands, had been "laid off," and that they felt aggrieved thereby.

Three days later, on January 1, Mr. Brennan called at the rooms of the Board, together with two others, all representing themselves to be a committee representing a majority of the wool-sorters then employed in the Arlington Mills, and under instructions to set their grievances before the State Board of Arbitration. The members of the Board were all absent in Fall River, and the particulars of the complaint were reduced to writing by the clerk. A formal application was drawn up and signed by the three, and the same was filed on the day following.

The substance of the complaint was that more than thirty wool-sorters had been "unjustly discharged" on December 22, without good cause, and by reason of prejudice arising out of the strike of the preceding summer, some account of which

is given in the last annual report of this Board. It was alleged that after the settlement made in June, about forty new men, some of them not experienced wool-sorters, were hired for sorting wool, about ten of whom had recently come from England, having been "imported," as the men alleged, by the management of the mills. A copy of a letter was filed with the Board and afterwards verified, in which, under date of Dec. 17, 1891, Robert Redford, agent of the mills, directs the overseer of the wool room as follows: "Owing to a change in the class of work we have been running, and will probably run for some time, it is deemed necessary to reduce the force of wool-sorters to such number only, as can sort the quantity of wool we are wanting. You will proceed with this temporary reduction of your force with as good judgment as you can, considering the circumstances of the men and their families. You will not give the men discharge bills, unless they want them."

Acting under the authority of the foregoing letter, the overseer notified the men that they were no longer needed, and "discharge bills" were given to some of them, although they were not asked for by the workmen. Some of the workmen whose services were thus dispensed with were alleged to be married men with families, or em-

ployees of long standing and of acknowledged skill and experience in their trade. It was admitted that there was not work enough at this time for the full employment of the whole force, but the men thought it hard that, when a reduction became necessary, the old expert workmen should be laid off and the new-comers retained. Complaint was also made that the overseer had a grudge against the workmen, and had not acted according to the true intent of his instructions.

The committee asked the Board to see Mr. William Whitman, the treasurer of the mills, and obtain for them, if possible, a hearing in the matter. In a letter dated January 4 Mr. Brennan says on this point: "I feel convinced that, if we get a hearing before Mr. Whitman, everything will be settled as pleasantly as it was last summer with Mr. Redford and Mr. Hartshorn, agent and superintendent at the mills."

The same day on which this letter was received, and in pursuance of the request of the committee, the full Board procured an interview with the treasurer, and laid before him in detail the statements and complaints received from the workmen's committee. The details of the interview appear in the following letter, which was sent to the committee as a report of progress: —

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, Jan. 9, 1892.

To Messrs. BERNARD J. BRENNAN, JAMES W. STOTT and PATRICK W. HANNON, *Committee, Lawrence, Mass.*

GENTLEMEN: — In compliance with the request presented with your application of the 1st instant, the full Board called upon Mr. William Whitman, treasurer of the Arlington Mills, at his office in Boston on Tuesday last, and laid before him in detail the grievances which were placed before us by you, acting as a committee of the wool-sorters employed in the Arlington Mills. We also expressed to him the desire of your committee for an interview with him, in order that you might in person appraise him of the facts, and discuss the case with him face to face. We wish now to report, for your consideration and without present comment on our part, the substance of the statements made at this interview by Mr. Whitman: —

1. He said that the copy of Mr. Redford's letter, which we exhibited to him, was correct; that the letter was written in accordance with directions from the treasurer's office and with the full knowledge and approval of the treasurer; but that he had no present knowledge of what particular men were laid off. It was not expected that anyone would be discharged, unless discharge papers were applied for by the workmen, and if any have received such papers who have not applied for them, it was without his knowledge.

2. Mr. Whitman denied most emphatically the truth of the statement that Mr. Carden or anyone else had imported wool-sorters under contract to work for the Arlington Mills; and said that the Mr. Carden who went to England went for the purpose of buying wool and for that purpose alone.

3. Mr. Whitman further said he had no reason to believe that any of the men recently laid off were singled out because of their participation in the strike of last summer; that, to the best of his information and belief, no one of the committee who called upon the mill management at the time of the strike had been laid off; that it was not sought to punish anyone, and, while he should always assert his right to hire and discharge workmen according to what he deemed to be for the best interests of the business, nevertheless, he knew of no reason why any or all of the wool-sorters who had been temporarily laid off should not be taken on again whenever there should be work for them.

4. In reply to the request presented by the Board that he would meet your committee, Mr. Whitman said that, as matters stood, he saw no reason to doubt that the general directions given in his office had been carried out with substantial fairness to all, although he could not be expected to know personally all the details. Therefore he could not see how anything could be gained through an interview with him, at least not before you had first presented your complaints to the agent, who was on the ground and would necessarily know more about the details

of the business. He accordingly suggested that you would send a committee of the wool-sorters to Mr. Redford, with whom the treasurer is in constant communication, and place before him any causes of complaint you may have, arising out of the recent laying off of the workmen.

You will please bear in mind that it is our purpose in this report merely to lay before you the statements made to us, and that we intentionally forbear to express at this time any opinion upon the merits of the case.

If the Board can be of any further assistance to you in promoting a good understanding between the wool-sorters and the mill management, it will give us pleasure to hear from you again.

Yours respectfully,

CHARLES H. WALCOTT, *Chairman.*

On the 12th the workmen's committee called and talked further with the members of the Board about the case, but no new facts or suggestions were brought forward by them. It appeared that for some reason they had not acted upon the suggestion made by the treasurer, and transmitted in the Board's letter of the 9th, — that they should send a committee to the agent to lay before him their complaints. The Board accordingly thereupon advised them to call upon the agent of the mill without further delay, and state to him their grievances, after which, if a difficulty remained,

the Board would be ready to give such assistance and advice as might be in its power.

Instead of following the advice of the Board, and seeking a personal interview with the agent, a letter was sent by Mr. Brennan, as appears from the following : —

LAWRENCE, Feb. 1, 1892.

To State Board Arbitration.

GENTLEMEN : — You will remember that a committee of wool-sorters waited on you the 12th of January. We only received your letter the day before, advising us that we wait upon the agent of the mill. On our return that evening I wrote the management, asking a hearing. I got no answer to my first letter, and, as I found Mr. Hartshorn had been called away, I waited his return before writing again. To my second letter I received this answer. I enclose it to you, as I believe it fully explains itself, and also shows I was about right when I expected nothing better from Mr. Redford.

Thanking you, gentlemen, for the trouble you have been to in our behalf,

I remain yours respectfully,

BERNARD J. BRENNAN, *171 Hampshire Street.*

The agent's letter referred to was as follows : —

THE ARLINGTON MILLS, AGENT'S OFFICE,
LAWRENCE, MASS., Jan. 28, 1892.

Mr. B. J. BRENNAN, *171 Hampshire Street, City.*

DEAR SIR : — Your favor of the 28th received, in which you request me to appoint a time to meet a com-

mittee representing part of our wool-sorters whom we recently had to let go on account of not having work for them. I fail to see where it would help matters any by conferring with a deputation at present, as we are not in a position to reinstate any of the men whom we had to let out at that time, as we have not even now full work for our present staff of sorters, as I presume you know that they are all out for the balance of this week. And, furthermore, I would inform you that any differences that may arise in the future will be discussed and settled between the men who may then be in our employ and the management. We shall not require any assistance from any outside source.

Yours truly,

Dictated by Robert Redford, *Agent.*

No further attempt at producing harmony was made, so far as the Board is informed. The Board had done all that was requested of it, and regretted that the one bit of suggestion or advice which was offered by it was not acted upon.

Subsequently, in the spring, the following correspondence was had, which is printed here for the enlightenment of any who may be interested in the details of the wool-sorters' controversy, although it is doubtful whether the tone adopted in the letters addressed to the Board entitles them to a place in the printed records of any public tribunal or official.

LAWRENCE, MASS., March 15, 1892

To the Massachusetts Board of Arbitration, etc., Boston, Mass.

GENTLEMEN: — The undersigned, of the recent committee of the Arlington Mills wool-sorters, respectfully protest against the erroneous, unfair and misleading statements respecting their troubles with said mill corporation, and the settlement thereof, to which reference is made on pages 51 and 52 of your annual report for 1891, lately issued. Your report says: "About 100 wool-sorters in the Arlington Mills, at Lawrence, struck on May 25, to enforce a demand of their Union for higher wages." This statement is erroneous, and for two reasons: —

First. At the time we "went out," i. e., May 25, no such Union existed, for a Union was not formed until June 6, 1891, two weeks subsequent to the alleged strike.

Second. The men did not "demand higher wages;" they struck because the mill overseer cut down the rates previously paid for wool-sorting. The only "demand" made by the men was, that rates which had existed for two or three years prior to May 25, 1891, should be allowed to remain unchanged.

Again, your report says that, on June 1, 1891, your Board had an interview with the superintendent at the mills in Lawrence in regard to the strike; that on June 2, 1891, you called on the treasurer of the mills in Boston, and received certain assurances from him; that on June 3, 1891, the Board again went to Lawrence and met a committee of the wool-sorters, "who expressed a pur-

pose and desire to see the managers of the mills, . . . and they (the men) were further encouraged to call upon the officers of the corporation, . . . the Board then called at the office of the mills, saw the agent and superintendent, and made arrangements for a subsequent interview between them and a committee of the workmen on the afternoon of the same day."

We desire to point out several inaccuracies of statement which convey very misleading impressions. The facts are, that on June 2, 1891, we opened communication with Agent Redford of the Arlington Mills, at Lawrence, who on June 3 notified us by letter, in response to our verbal and written request for a conference, that he would confer with us. On Wednesday, June 3, your Board arrived in Lawrence and met us; you then and there expressed considerable surprise when we informed you that we had already opened communication with the agent. We had our interview as the outcome of our own motion, and not, as you say, by virtue of any "arrangement for a subsequent interview" made by the Board.

You further say in your report: "It was subsequently ascertained that the proposed meeting took place, and that at another subsequent meeting, prices were agreed to for sorting three grades of wool which materially increased the wages above what they had formerly been paid at these mills."

We beg to say that this statement is not only grossly erroneous, but is most unfair, for the prices for wool-sorting were *lowered*, not increased, as you say. The

three grades of wool referred to were coarse unwashed, territory and Australian. The below table shows the prices for sorting these grades prior to the strike, the cut rates imposed by the mill which precipitated the strike, and the rates agreed upon by the men and the agent of the Arlington Mills, all of which facts we understood were communicated to you: —

Price for Sorting Wool per One Hundred Pounds.

	Old Rate.	Cut Rate.	Settlement Rate.
	Cents.	Cents.	Cents.
Coarse unwashed wool, ...	85	85	85
Territory, ...	60	50	55
Australian (clipping), ...	60	50	*35

* And no clipping.

The above shows, unmistakably, that, instead of prices being "materially increased," as your report states, they were materially reduced.

We are impelled to inquire why your Board in its report covering the year 1891 refrained from making any allusion to the discharge of 30 or more wool-sorters by the Arlington Mills on Dec. 22, 1891, particularly as the facts in the case were known to your Board.

In conclusion, we beg to enter our earnest protest against the gross misrepresentation of the facts in the case, of which your report for 1891 purports to treat, in its review of the wool-sorters' trouble at the Arlington Mills. We therefore respectfully solicit at your hands

such explanation thereof as you may desire to make, in order to do the wool-sorters justice, and that you will give to it the same publicity as has been accorded to the erroneous statements in your published report.

Very respectfully yours,

BERNARD J. BRENNAN,
JOHN H. HULFORD,
JAMES H. SPURR,
Committee.

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, March 21, 1892.

To Messrs. BERNARD J. BRENNAN, JOHN H. HULFORD and JAMES H. SPURR, *Lawrence, Mass.*

GENTLEMEN: — Your letter, addressed to the State Board of Arbitration and dated March 15, was received on the 18th instant, and has been read and considered by us. The tone of the communication, as well as some of the statements made, might perhaps justify some criticism from us, as they have certainly caused us great surprise. If you had stated to us by word of mouth, face to face, any criticisms to which you thought our annual report was fairly liable, we should probably understand you better than we now do.

It may be as you say, that there was no "union" at the time of the strike, using the word in the sense of "organization." We do not think this is material, for there can be no doubt that the wool-sorters of the Arlington Mills acted on May 25, 1891, as unitedly as they did afterward, and the position, whatever it was, taken by the

sorters on May 25, was, we apprehend, fully sustained and adhered to after the formal organization which you say came later. For the purposes of a brief statement like the report made by us, the distinction appears immaterial; but whatever inaccuracy or ambiguity there may be on that point, or on any other, we assure you was wholly unintentional.

The Board's report shows clearly enough that the Board had no part in the final settlement of the controversy, but in a letter received from Mr. Hulford, dated June 23, 1891, he says, "We will admit that your visit done us some good." We also understood from the letter referred to and from other information that the "strike," as Mr. Hulford calls it, had been to some extent successful; that is, that better terms were obtained than were afforded by the reduced prices which the mill authorities had fixed before the Board took any action. We rejoiced in the settlement, supposing it to be just, and were glad to think we had contributed in some measure by our interview with the parties concerned. You might, as it would seem, easily understand that when the report speaks of "higher wages" the Board means wages higher than the wage list which they had found in the mill; that is, the reduced list; and when the report states that the efforts of the men resulted in an increase of the wages "above what had formerly been paid," the comparison was intended to refer to the cut-down wages.

The reason why the occurrences of December, 1891, are not mentioned in our report covering that year, is

simply that the matters referred to were not brought to the attention of the Board until Jan. 1, 1892, and whatever is proper to be said about the matters presented at that time will find a place in the annual report to be presented next winter.

As we now understand the facts, we believe the report to be correct in substance, although very likely more might have been said. If after receiving this you desire any further action by the Board, in the matter to which your letter refers, the Board will be pleased to see you or any other persons who are interested, at its office in Boston, and will hear you fully, with an earnest desire to meet your reasonable desires, so far as it may be possible to do so.

Respectfully,

CHARLES H. WALCOTT, *Chairman.*

LAWRENCE, MASS., March 31, 1892.

To the State Board of Arbitration, etc., 13 Beacon Street, Boston, Mass.

GENTLEMEN: — Yours of the 21st instant, in reply to our protest against the misrepresentation and inaccuracies in your annual report of 1891 respecting labor troubles at the Arlington Mills, has been received. We cannot but express our surprise that, notwithstanding the recital of facts in our communication of March 15, inst., the correctness of which you do not dispute, you insist that your published report was "correct in substance."

We feel compelled to reply, and call your attention to very erroneous and misleading statements which you have now made. We take this method, for, as laboring men,

we cannot well spare the time and incur the expense to seek further personal interviews with your Board at the present.

First. You say, in yours of the 21st instant, "it may be there was no Union at the time of the strike," and then by specious pleading you hope to justify a confessed error in your report, by stating that because the Union of Wool Sorters was formed two weeks *after* the strike, and because it endorsed the action of the workmen taken on May 25, that such latter action was tantamount to action taken upon order of the Union, and you claim that "the distinction appears immaterial." We reply that the material point of our contention is, that the Arlington Wool Sorters did not strike to "enforce a demand of their Union for higher wages," as your report states.

You very well know that a recognized distinction has been made in this State between voluntary acts of employees on their own motion, and acts of organizations through workmen, members thereof. The Massachusetts Bureau of Labor Statistics tabulates strikes, lockouts and other labor troubles with the distinction emphasized; they separate them, and public sentiment has been directed (many times unjustly) against "labor disputes dictated by trades unions." It is therefore material that you should, in your annual report, furnish the Commonwealth an impartial and accurate statement respecting the origin and outcome of the wool-sorters' strike, — not a strike to enforce a demand for higher wages, at the dictates of a union, but a strike against a proposed reduction

of wage rates by workmen acting entirely as unorganized at the time.

Second. You say you "understood that better terms were obtained than were afforded by the reduced prices which the mill authorities had fixed, and you [we] might easily understand that when the report speaks of 'higher wages,' the Board means higher than the wage list which they found in the mill, that is, the reduced list; and when the report states that the efforts of the men resulted in an increase of the wages 'above what had been paid,' the comparison was intended to refer to the cut-down wages."

Replying, we must express our astonishment that the State Board of Arbitration relied upon what they "understood" to be the terms made by the mill management; when from May 25, 1891, to Jan. 1, 1892, they had opportunity to learn the facts. You supposed that better terms were obtained than were afforded by the reduced prices which the mill had fixed. While this is true, it is but half the truth. The final rates were a reduction from long-standing wage rates.

On the occasion of your visits to the Arlington Mills at Lawrence, the agent and superintendent informed you, as you told us, just what the proposed cut rates for wool sorting were. You were informed by the men that they struck because of the proposed cut-down, and, further, that the men went back to work at slightly amended cut-down rates, but at rates less than those "formerly paid in these mills," not "materially increased," as your

report says. Our objection to your report is, that in it you have photographed and magnified the shadow, i. e., the slightly increased cut rates, and obliterated the substance, i. e., the 20 per cent. reduction in rates from those that had been ruling since 1888.

Third. It is inconceivable that your Board could attempt to justify so erroneous a statement as that "wages were materially increased," and seek to cover in the claim that the "higher wages" the Board meant were "wages higher than the wage list which they found in the mill" (i. e., the mill's proposed cut rates). The wage rate you found in the mill was that which had been in operation since 1888. This was factor number one.

The mill's cut wage rate was *proposed* (never in operation). This is not factor number one, as you contend. The wage rate settled upon, under which the men went back to work, is factor number two; now comparison can be drawn. But to claim, as you do, that the elements of your comparison were (1) the mill's proposed cut rates and (2) the finally settled and agreed rates, and that the deduction justified your report that wages were increased "above what they had formerly been paid in these mills," is, to say the least, astonishing.

No, gentlemen, we cannot credit you with such obtuseness. Your printed report was in its essential features erroneous and misleading, and we called your attention to the facts in our letter of March 15, instant, and asked that correction of those inaccuracies might be made; but to cloak those misstatements with quibbling is most dis-

appointing, especially when coming from "the State Board of Arbitration, Mediation and Conciliation."

We beg to renew our request that you do us the justice to aver that your published report for 1891 set forth the following errors, which it is you desire to correct: —

(1) That the wool-sorters of the Arlington Mills did *not* strike on May 25, 1891, to "enforce the demands of their Union."

(2) That they did *not* demand "higher wages."

(3) That "the prices agreed to" between the mill management and the workmen did *not* "materially increase the wages above what had been formerly paid at these mills."

With such a statement we will be satisfied, and we once more appeal to your Board for this act of simple justice, and with a view to correct the record.

Gentlemen, we remain respectfully yours,

Wool Sorters Committee,

Bernard J. Brennan, *Chairman.*

COMMONWEALTH OF MASSACHUSETTS.

State Board of Arbitration,
13 Beacon Street, Boston, April 5, 1892.

Mr. Bernard J. Brennan, *171 Hampshire Street, Lawrence.*

Sir: — Your communication of March 31 was to-day received and read by the Board, and I am instructed to say that the Board has nothing to add to what is contained in their letter of March 21.

Respectfully,

Bernard F. Supple, *Clerk.*

LAWRENCE, MASS., April 13, 1892.

To the State Board of Arbitration, etc., 13 Beacon Street, Boston, Mass.

GENTLEMEN: — Your communication, dated April 5, 1892, in reply to our letter renewing our protest against misrepresentations made in your published report for 1891 respecting the wool-sorters' troubles at the Arlington Mills, Lawrence, Mass., is received. You now decline to correct the errors made by you in said report, and refuse to do us the justice we respectfully solicited in our communications to your Board, dated March 15 and 31 last.

We beg to call your attention to section 3 of the act which provides for a State Board of Arbitration, as quoted on page 14 of your annual report for 1891. The section (3) referred to requires that: "Whenever a controversy or difference . . . exists between an employer . . . and his employees, . . . the Board shall, upon application, . . . visit the locality of the dispute and make careful inquiry into the cause thereof. . . . advise the respective parties what . . . ought to be done . . . to adjust said dispute and make a written decision thereof. This decision shall at once be made public, shall be recorded upon books of record . . . by the secretary of said Board, and a short statement thereof published in the annual report;" and on page 18 of your report for 1891 you say: "In the following pages are given accounts or reports of controversies, . . . the details being supplied only so far as may be necessary for a *proper understanding* of the *questions involved* and the *results attained*."

Your published report of the Arlington Mills wool-sorters' trouble, with its many gross misstatements, shows that your acts have not been consonant with the law and your professions. We have in our previous communications proven to you that, judging from your report, your Board did *not* make "careful inquiry into the cause of the dispute," and that said published report of the controversy does *not* show what was "necessary for a proper understanding of the questions involved and the results attained."

We beg to renew our protest, and at the same time to express our regret, that your Board refuses to do the justice to which we are fairly entitled.

Respectfully yours,

Bernard J. Brennan, *Chairman.*

SHILLABER & CO. — LYNN.

On January 16, the cutters employed by Shillaber & Co. of Lynn, shoe manufacturers, struck for the enforcement of a price-list demanded by them, and for a reduction of the daily stint from 90 pairs to 80. The places of the striking workmen were filled by others, and on or about the 24th a general strike of all the employees in the factory was attempted. Many of the employees went out, but some remained at work, and non-union workmen were hired as soon as practicable.

On February 3 the Board called upon the firm and upon the representatives of the striking workmen, and learned from them their respective views of the controversy. The firm said that they had a sufficient number of cutters to meet the demands of their business, and, although short-handed in some other departments, they expected soon to be going on as usual. Neither party expressed any desire for a settlement by conference or arbitration, and none has been made.

RICE & HUTCHINS — MARLBOROUGH.

The first application in this case came from the representative of the firm. It was in proper form, dated January 23, and stated that "Dec. 1, 1891, we gave notice to our union edgemakers that, on and after Jan. 1, 1892, we proposed to reduce the prices for setting edges on boys' shoes one cent per dozen, and two cents per dozen on youths'; the reason for this being that the price then paid was based on men's shoes, whilst our work has come to be more than half boys' and youths' shoes."

On the same day an application was received from C. A. French, representing the employees, which stated that "the men contend that the price on this work has never been high enough, and ask your honorable Board to adjust a fair price for the work."

At a hearing on February 2 it appeared that the parties were not fully agreed as to the items which were to be submitted and passed upon, but after considerable discussion it was agreed that the two applications ought to be treated as one, and that

the firm should be allowed to include the question of a price for sanding shanks on the Busell machine. The factory was visited and the hearing closed. Subsequently, however, a further hearing being desired, the Board re-opened the case and heard the parties anew on February 8. At this time the substantial facts in the case were reduced to writing in the usual form of one joint application, which was thereupon signed by both parties. The firm alleged, in addition to the statements contained in their first application, that "the price now paid ($6\frac{1}{2}$ cents per dozen) for sanding or buffing bottoms ought to be reduced by the amount of $1\frac{1}{2}$ cents per dozen, because of a change in the way of doing the work, by which the sander is relieved of sanding the shanks and of using the shank wheel." The employees opposed any reduction, and said that "in passing upon the question of prices for boys' and youths' shoes the price for men's should also be considered; and they contend that the prices now paid are not too high, but if the prices for boys' and youths' are to be lowered, the price for men's should be raised."

All the matters thus submitted were taken into consideration, with the aid of expert assistants, and on February 23 the following decision was rendered: —

In the matter of the joint application of Rice & Hutchins, Shoe Manufacturers, and their employees, at Marlborough.

PETITION FILED JANUARY 26. HEARING, FEBRUARY 2, 8.

In this case the Board is called upon to fix a price for setting edges on the Union machine, and for sanding bottoms (fore-part and heels) in the Cotting Avenue factory in Marlborough.

Formerly in this factory a uniform price of thirteen cents was agreed upon for setting edges on men's, boys' and youths' shoes; but since then, the proportions of the work have relatively changed, and for some time past the number of pairs of boys' and youths' shoes has relatively increased, until now they constitute about three-fifths of the whole product of the factory. On this ground the firm desires to pay a lower price for the boys' and youths' sizes.

Having heard the parties fully and made a careful comparison of prices paid in other factories for like work, the Board recommends that the following prices be paid in the factory in question: —

	PER DOZEN.
Setting edges, Union machine, one setting, and blacking included, men's, ...	$0.13
Setting edges, Union machine, one setting, and blacking included, boys' and youths', ...	.12
Sanding fore-parts and heels, not including shanks, . .	.06

Result. The decision was accepted and applied by all concerned.

RICE & HUTCHINS — BOSTON.

An application was received on February 17, signed by F. A. Page, superintendent of the Boston factory of Rice & Hutchins, and stating that "The firm and the lasters are unable to agree upon the price per day of ten hours for tacking on outer-soles after the McKay-Copeland lasting machine. Three men constitute a team. Two receive wages at the rate of $2.50 per day, and the third man is paid $2 per day, while the employees claim that he should receive the same rate of pay as each of the other two receives. Also a piece price has been fixed for lasting by the same machine and tacking on soles of congress and balmorals (known as 'new work'), which as a whole price is not objected to; but here also the team consists of three men, — the nicker, the operator and the fitter, — and the parties are unable to agree upon the proportion of the total price which ought to be paid to each member of the team."

The employees interested, acting through their agent, W. H. Marden, joined in the application,

and there was a hearing on February 24. After a full discussion of the matters in dispute, the Board, with the approval of all concerned, adjourned the hearing to February 29, for the purpose of giving the parties an opportunity to confer together and try to settle the case by agreement. On the day to which the hearing stood adjourned, the Board was notified that a settlement had been reached.

RICE & HUTCHINS—MARLBOROUGH.

On February 23 an application was received from E. F. McSweeney, representing the lasters employed by Rice & Hutchins in Marlborough.

The application stated that "Chase lasting machines have been introduced, and, pending the adjustment of a piece price, the lasters were employed by the day. The union then submitted a piece price of 5¼ cents per pair on cap toes. The firm made a counter proposition of 5 cents per pair. No agreement was arrived at, and, to fairly test the machines, the lasters agreed to work at the firm's proposition to give the machines a fair test, it being expressly agreed by the firm that, if a higher price was agreed on finally, it would date from the time the machines were first introduced. The lasters are convinced that the price proposed by the firm was insufficient, and pray that your honorable Board will establish the price at 5¼ cents per pair on cap toes and 4½ on plain toes, with ½ cent per pair extra on all opera and police lasts."

The application was presented by the Board to

the Marlborough superintendent, who replied on March 9 that the firm had delayed to join in the application because they thought that a "difference" of this sort did not come within the purview of the standing agreement in the factory that disputes about wages should be submitted to the State Board. The firm claimed that it was in reality a matter between the lasters and the sellers of the machines, and said that an effort was being made for a settlement by agreement.

Subsequently the Board was notified that a settlement had been agreed upon.

LEIGHTON BROTHERS — PEPPERELL.

On March 11 a strike occurred in the shoe factory of Leighton Brothers, at Pepperell, which resulted, three days later, in a shut-down of the whole factory, by which proceeding about four hundred people were reduced to idleness.

On March 12 the Board received notice of the strike through an agent of the employees, and, with a view by mediation to prevent an extension of the trouble, called March 14 at the office of the firm in Boston. It was understood that the agent of the employees had before the strike offered to submit the dispute to the arbitration of the State Board, and that the proposition had been declined by the firm. Information concerning the controversy was obtained at the firm's office, which agreed with what had been already learned; but, as one member of the firm was absent, an appointment was made, at the suggestion of the Board, for another interview at the rooms of the Board.

It appeared that, on or about February 19, twelve girls employed in the stitching department saw fit to join the labor organization known as the Boot

and Shoe Workers' International Union. When this fact came to the knowledge of the firm, the girls were told that there would not be any more work for them until they brought in a union price-list, the firm claiming that they had been paying more than was exacted by the union in other factories, but, if there was to be a union, there should be union prices. Thereupon the executive board of the union furnished him with a list of prices which were thought to be applicable to the Pepperell factory. The firm refused to accept the list, and called for lower prices, which were said to be in vogue in the factories of some of their competitors who were named. No agreement being reached, the agent of the union proposed that the girls be reinstated and matters be allowed to proceed on the then existing basis, or failing that, to submit the whole matter to the State Board of Arbitration. Neither proposition was assented to, and the strike and shut-down followed.

On the day appointed, a member of the firm called upon the Board, and stated that they expected all of their late employees who could be accommodated by them would return to work on the day next following; and that, while it was possible that some point in controversy might yet be referred to the State Board, there was, in the

opinion of the firm, no immediate need of the Board's services.

At the beginning of the next week, on March 21 and 22, the employees returned to work, and the controversy, so far as the Board has been informed, was at an end.

J. H. WINCHELL & CO.—HAVERHILL.

On March 22 the Board went to Haverhill, for the purpose of inquiring into the circumstances and merits of a controversy then existing between the firm of J. H. Winchell & Co. and their lasters and bottomers. One member of the firm was seen at the factory, and subsequently an interview was had with the advisory board of the lasters' union.

From the statements made to the Board it appeared that in August, 1891, the firm procured and placed in operation ten or twelve of the Boston lasting machines, and had since increased the number to twenty-eight. When the machines were first introduced it was the intention of the firm after that time to make the factory "non-union," that is, no union men or women were to be employed.

On or about March 15 the firm learned that some of their lasters had joined the union, and that it had been decided to demand an increase of wages amounting to about half a cent a pair. On March 16, Mr. Daly, the general secretary of the union, called at the office and presented in the

usual manner, and respectfully, the workmen's request for an advance. The employer declined to discuss the question with Mr. Daly in his representative capacity, for the reason, as stated, that the union was not recognized in the factory, and that the workmen had been hired on the understanding that they were not to ally themselves with the union. On the next day, before any strike had occurred, but in anticipation of a strike, substantially all the hand-lasters, about forty in number, were discharged, for the reason, as stated, that they had sent outside parties to the firm whom the firm could not recognize. About thirty-five lasters, of whom twenty-five worked on machines, remained at work until the afternoon, when they voluntarily quit work and cast in their lot with the discharged men.

Two days later some differences arose in the bottoming room, and on the 21st all the machine operatives in that room, numbering about fifty, were discharged, because the firm apprehended that a strike was to take place that morning, and they wished to anticipate it.

On the day of the Board's visit, twenty-five lasters were said to be at work, being about one-third of the full number required; but no difficulty was apprehended about procuring a sufficient num-

ber of men in addition. It was also stated that some of the employees in the bottoming room had been re-employed, and that most of them, all, indeed, who were wanted, were expected to return soon. In the absence of the senior partner from the State, and in view of all the facts, the management were unable to say that anything would be submitted to arbitration; but the junior partner said that, should any differences arise in the future which could not be settled by agreement, he should be willing to leave them to the State Board.

The representatives of the union were found to be very firm in the belief that the advances asked for were just demands, and no more than other competing factories were paying. They also felt that the firm had assailed the union unjustly, and, as the case then stood, they did not see how they could take any steps towards an adjustment of the dispute.

In April some attempts were made to induce employees in other departments of the factory to abandon their work, but with no great success. There were rumors of a boycott, and of interference with the new employees; but, so far as the public could judge, the factory proceeded afterwards about the same as before the beginning of the trouble, in March.

GLENDALE ELASTIC FABRIC MANUFACTURING COMPANY — EASTHAMPTON.

Notice in writing was received on March 22, from the selectmen of Easthampton, that on the 11th instant a strike had occurred in that town, on the part of the weavers employed by the Glendale Elastic Fabric Manufacturing Company. This notice was given to the Board in compliance with the law, and, although it contained the information that "neither party desires arbitration at present," the Board went to the scene of the controversy on the 25th, to see what effect could be produced by mediation and conciliation. The members of the Board were met by the selectmen and called upon the superintendent at the mill, and afterwards met the workmen who were directly involved. The mill was practically at a stand-still, nearly all the weavers being out, and no attempts being made to secure others.

The disagreement arose out of the introduction of new fast-running looms, which were, in the opinion of the superintendent as well as the treasurer, so superior to the ordinary looms that nearly double the amount could be turned out by the

operator, and therefore it was expected that a less price by the piece would be accepted by the workmen. The operatives, however, took a different view of the efficiency of the new machines. For a while the price paid was 25 cents per hour and a bonus additional of 2 cents per yard over and above a certain number of yards. On March 4, last, the shop's committee, acting in behalf of the weavers, called upon the treasurer of the mill and asked for a list of prices per yard for goring weavers, and also that 55 hours should constitute a week's work. The prices asked for were the same as were paid for work done on the old machines, on the ground that the new machines, by reason of an increased number of breaks caused by the speed, did not enable the workmen to earn any more in the end.

The treasurer took the requests under consideration, and a time was fixed for a subsequent interview. The committee did not succeed in finding the treasurer at the office at the time appointed, and at a later interview he said he would not pay the prices demanded, and referred them to Mr. Moore, the superintendent. Then the strike came, on March 11.

The Board was courteously received, and was furnished with information on all the details of the

controversy, but the conditions favorable to a settlement were all absent. The superintendent claimed that the strike had been a benefit to the company, by enabling it to dispose of accumulated stock, and for other reasons the management professed not to be in a hurry about resuming business. The men, on the other hand, were acting in concert, seemed very much in earnest, and were opposed to making any further overtures for a settlement, until the treasurer should send for them.

Under these circumstances it is obvious that the Board could not do anything except to recommend arbitration or friendly conference as a good way to adjust controversies of this kind, and then retire to await further developments.

At the time of writing this report (January, 1893) no settlement of this controversy has been made. Some of the weavers have left Easthampton to work in other places, some have undertaken other work; but most of them are still without employment and receiving aid from their union. It is understood that none of the men who struck have returned to work at the mill, but others have been hired from time to time, and the company professes to be satisfied with the situation.

GEORGE B. BRIGHAM & SONS — WESTBOROUGH.

The following decision relating to work in the shoe factory of George B. Brigham & Sons was rendered on May 16, 1892: —

In the matter of the joint application of George B. Brigham & Sons of Westborough, and their employees.

PETITION FILED MARCH 24. HEARING, APRIL 1.

In this case the workmen employed in the sole-leather department ask for an increase of wages on the ground that most of them have worked in the factory for a considerable number of years, and that the wages now paid are too low in comparison with what is paid in other shoe factories for work of a similar character.

The Board is expected to fix fair prices by the day for employees in this department. Competing factories have been referred to on both sides, and, upon such comparison as the Board is able to make, the following wages are recommended to be paid for the work as classified in the factory of George B. Brigham & Sons: —

	PER DAY.
Racing, rolling and splitting, ...	$2.20
Cutting outer soles, outside and inside taps and doublers, .	2.35

	PER DAY.
Sorting outer soles, tap soles and half-soles evening, casing and marking,	$2.30
Cutting inner soles,	2.20
Sorting inner soles, moulding outer soles, and tying up stock,	1.85
Cutting top lifting, inside and outside taps,	2.00

Result. The decision was accepted and put in operation by all concerned.

DOE, HUNNEWELL & CO. — BOSTON.

On March 28 there was a strike of cabinet makers employed by Doe, Hunnewell & Co., Boston, manufacturers of fine furniture and draperies. The workmen desired a working day of nine hours, with pay for nine hours, and this was said to be the prevailing custom in the furniture trade outside of Boston. This particular house was unwilling to shorten the day, at least until the large furniture manufactories in and about Boston should lead the way. The men or their union replied that they sought to introduce the nine-hour day into the trade in Boston, and must necessarily make a beginning somewhere.

The Board having received an intimation that an attempt at a settlement might be made with a fair prospect of success, called upon the respective parties to the controversy, and invited them to meet the Board in the presence of each other for a full discussion of the facts in the case. Accordingly, on April 4, the firm met the representatives of the Furniture Workers' Union at the office of the Board, and an agreement was there made, by

the terms of which it was provided that the firm should re-employ the striking workmen without discrimination, that they should work nine hours only, for nine hours' pay, and this settlement was made with the understanding and expectation that a similar change would be effected between their competitors and their employees respectively.

Under this agreement the men returned to work on the next day following.

TURNER & KIMBALL CABINET COMPANY — BOSTON.

On March 28, the cabinet makers employed by the Turner & Kimball Cabinet Company at East Boston, numbering thirty-three, struck for a nine-hour day with pay for nine hours. This strike, like that which occurred on the same day in the works of Doe, Hunnewell & Co., was in accordance with a general purpose to establish the nine-hour day for furniture workers in Boston and elsewhere.

The Board promptly opened communication with the organization which represented the workmen, and, having learned their views, called upon the employer. The company expressed no serious objection to a nine-hour day, provided certain firms which did a like business would accept the change, and thus enable all to compete on equal terms in this respect; but they contended that firms which manufactured for the general market were not competitors of theirs in any true sense, for their business was mainly custom work.

At these interviews both sides expressed a will-

ingness to meet for a conference in the presence of the State Board; and accordingly, on April 4, Mr. Turner of the employing firm met the representatives of the workmen, at the office of the Board, and an agreement was then and there entered into for a nine-hour day, as desired by the workmen.

IRVING & CASSON — BOSTON.

The Board was informed on Saturday, April 9, by the executive board of the Furniture Workers' Union, that a demand had been made upon the firm of Irving & Casson of Boston for a nine-hour day, without reduction of the present wages, and that the time allowed for considering the demand would expire on Monday, the 11th instant, and that a strike was imminent.

The advice of the Board being requested, the committee were recommended to seek another interview with the firm that day, with a view to averting the strike, if possible, by some agreement.

This course was adopted, and on the 14th instant this Board was notified that the controversy had been amicably settled without a strike.

FIELD THAYER MANUFACTURING COMPANY — HAVERHILL.

The following decision was rendered on May 6, 1892, upon a joint application of the Field Thayer Manufacturing Company and its employees: —

In the matter of the joint application of the Field Thayer Manufacturing Company of Haverhill, and its employees.

PETITION FILED APRIL 15, 1892. HEARING, APRIL 19.

In this case the Board is required to fix fair prices for lasting, seaming and beating-out hand-made, turned, women's and misses' button boots, with tips. The contention of the workmen is that a due regard for the prices paid by competitors in Haverhill calls for a restoration of the prices paid by the company last year, when a reduction was made, to the present figures, against the wishes of the employees interested. The company contends that at the present prices the men earn good wages, and that the prices now paid are as high as the majority of its competitors are paying. No question is raised in this case as to the prices paid for plain toes, but it appears from the evidence, and the Board finds accordingly, that it is more work

to make shoes with tips than to make plain-toed shoes.

After a careful comparison of the prices paid for tips in competing factories on work of a like grade with the product of the factory in question, the Board recommends the following prices for the factory of the Field Thayer Manufacturing Company in Haverhill: —

	PER PAIR.
Lasting,	$0.09½
Seaming,	.14
Beating-out,	.08½

Result. The decision was accepted and applied by all concerned.

GREGORY, SHAW & CO. — FRAMINGHAM.

In the annual report submitted by the Board in February, 1891 (page 29), is a brief account of a strike which occurred at South Framingham, and was partly occasioned by a difference concerning the price to be paid for treeing by the aid of the Copeland treeing machine. Through the intervention of the Board, the operations of the factory were resumed under an agreement which specified, among other things, that, "if the Copeland treeing machines are operated in the factory, the operators shall be paid at a rate of wages not less than they can respectively earn at hand work, until a union price is established." An attempt was made during the following summer and autumn to establish by private arbitration a union price for work done on the machine above mentioned, but without success; for, although, after great expenditure of time and money, a result was arrived at by a majority of the arbitrators, to whom the question was referred, the price thereby recommended was never adopted in any factory, for the reason that manufacturers and the promoters of the machine

were convinced that the machine could not be introduced and operated profitably at the price recommended.

Under these very unpropitious circumstances the controversy was brought to the State Board, by manufacturers and the owners of the machine acting together on the one side, and the Knights of Labor and the Boot and Shoe Workers' International Union on the other side.

The first case related to the factory of Gregory, Shaw & Co., at Framingham, and the organization interested on the part of the workmen was the Boot and Shoe Workers' International Union. The statement embodied in the firm's application was that "they are desirous of operating the Copeland boot-treeing machine at a piece price per dozen that shall not exceed that paid by parties in direct competition on same lines of work. Your petitioners further state that the above machines are operated upon a basis of fifty cents per dozen of men's boots for regular work, in other factories, and that, at a rate of wages above that, the machines under present arrangements cannot profitably be used."

The workmen, on the other hand, joined in the application for the Board's decision, but stating that "the Copeland treeing machine, as operated

in the factory of Gregory, Shaw & Co., is of no practical value to us in the performance of the work, as we have to practically do the work by hand, and therefore request that the prices be made the same as prices previously paid for work done by hand."

The case was deemed one of great importance. The parties and all persons interested were heard at great length, and an exhaustive investigation was made by expert assistants, acting under the direction of the Board.

The following decision was rendered on July 26, 1892: —

In the matter of the joint application of Gregory, Shaw & Co., of Framingham, and their employees.

Petition filed April 15, 1892. Hearings April 22, 26, 29, May 2, 6.

In this case the Board has been requested by the firm and their employees to fix fair prices for the work of treeing boots on the Copeland boot-treeing machine. The evidence and arguments presented on either side have been based, throughout the case, upon a comparison with the prices now prevailing in this factory and other factories, for treeing by hand; and in this aspect of the case the question presented is, How much should in fairness be credited to the machine, in comparison with hand work? or, How much ought rightly to

be deducted from the hand price, in favor of the machine ?

With this comparison in mind, and after careful deliberation, and thorough investigation of all the circumstances and conditions, the Board decides and recommends as follows : —

For men's boots, regular or standard measurements, the price now paid for hand work is 75 cents per dozen pairs; for long legs, being in this factory eighteen inches and over, 90 cents; and for men's grain boots, flat, 36 cents.

The Board recommends that, for the regular boots, long legs and boys', prices be paid for work on the machine which shall be respectively $25\frac{1}{3}$ per cent. less than prices for hand work; and for men's grain boots, flat, the price on the machine be 28 per cent. less than the price for hand work as stated above; or, in other words, that in the factory of Gregory, Shaw & Co. the following prices be paid for treeing boots on the Copeland boot-treeing machine: —

	PER DOZEN.
Men's boots, regular or standard lengths,	$0 56
Men's boots, long legs, eighteen inches and over,	67
Boys' boots,	45
Men's boots, grain, flat,	26

Result. The decision was acquiesced in and practically applied by all concerned.

COBURN, GAUSS & CO. — HOPKINTON.

When it appeared likely that a price would be fixed by the Board upon treeing by the Copeland treeing machine, in the South Framingham factory, another case affecting the same machine was submitted by a joint application coming from the factory of Coburn, Gauss & Co. at Hopkinton, the employees being members of the Knights of Labor.

In this application the firm stated that "in all other factories using the Copeland boot-treeing machine, the piece-price is fifty cents per case or less. Our men want sixty cents per case. We ask your honorable Board to fix a piece-price that will enable us to run the Copeland machine."

The workmen on their part said: "Formerly the price paid for treeing boots by hand was seventy-five cents a dozen. On the introduction of the Copeland treeing machine the price offered was fifty cents a dozen. We claim that, when a new machine is introduced, the men should receive their share of the improvement, and that the price set should give them as large a return in wages as was formerly earned by the old method. We

therefore ask your honorable Board to establish a price that shall give the men as much as they could earn by hand."

After many hearings and a prolonged investigation, the following decision was rendered on July 28, 1892: —

In the matter of the joint application of Coburn, Gauss & Co., of Hopkinton, and their employees.

PETITION FILED APRIL 20, 1892. HEARINGS APRIL 22, 29, MAY 2, 6.

In this case the Board has been requested by the firm and their employees to fix fair prices for the work of treeing boots on the Copeland boot-treeing machine. The evidence and arguments presented on either side have been based, throughout the case, upon a comparison with the prices now prevailing in this factory and other factories, for treeing by hand; and in this aspect of the case the question presented is, How much should in fairness be credited to the machine, in comparison with hand work? or, How much ought rightly to be deducted from the hand price, in favor of the machine?

With this comparison in mind, and after careful deliberation, and thorough investigation of all the circumstances and conditions, the Board decides and recommends as follows: —

For men's boots, regular or standard measure-

ments, the price now paid for hand work is 75 cents per dozen pairs; and for boys', 60 cents per dozen pairs.

The Board recommends that, for men's regular boots and boys', prices be paid for work on the machine which shall be respectively 25⅓ per cent. less than prices paid for hand work; or, in other words, that in the factory of Coburn, Gauss & Co., at Hopkinton, the following prices be paid for treeing boots on the Copeland boot-treeing machine: —

	PER DOZEN.
Men's boots, regular or standard lengths, ...	$0.56
Boys' boots, ...	.45

Result. The decision was accepted and put in practical operation by all concerned. It will be noticed that no price was found by the Board for "long legs," as was done in the last preceding decision, for the reason that the subject of extra long boots was not presented by either party in this case. That item was, however, soon after fixed by agreement.

DANIELS, BADGER & CO. — BOSTON.

On April 22, the firm of Daniels, Badger & Co., of Boston, manufacturers of furniture, closed their factory because of a request previously made by their cabinet makers and others of their employees for a nine-hour day with nine-hour pay. Three days later the firm, being called upon by a member of the Board, said that they were not opposed to the principle of the nine-hour day, but were unable to see how they could act on it against the competition of Western manufacturers whose men worked ten hours. They had finished the spring run, and there was no reason why they should make any exertion towards starting up for a month to come.

An interview was had subsequently with the agents of the workmen, and, being of the opinion that a settlement was practicable, provided the parties could be brought together under favorable conditions, the Board addressed a letter to the firm on May 4, suggesting a conference with the workmen. The firm expressed a willingness to meet their late employees in the presence of the Board,

but not the officers of the union. The men would not consent to the exclusion of the union's representatives, who were acting as their agents, and this difficulty was not bridged until after a few days. At last, on May 9, a member of the firm met by appointment, at the office of the Board, the representatives of the Furniture Workers' Union, and the situation was fully discussed, but no conclusion or agreement was arrived at. Again, on the 21st, another conference was had under similar circumstances, but without definite result.

On May 26 the firm expressed in writing their willingness to start their factory on "nine hours, with nine hours' pay." This was a concession of all that had been asked for at the outset, but the representatives of the union now refused to settle unless it was also agreed "that only union help will be employed." The firm refused to bind themselves to this stipulation, and the situation remained unchanged until May 31, when a settlement was agreed upon by the firm and the agent of the International Furniture Workers' Union, in manner following: —

Agreed: That nine hours shall on and after the above date constitute a day's work, without any reduction in wages to all mill and veneer men and cabinet makers receiving twelve dollars per week or less.

Agreed: Employees receiving more than twelve dollars per week voluntarily sacrifice ten per cent. of their wages in order to secure the nine-hour day.

Agreed: That in all our engagements of workmen we recognize the union.

Agreed: That no employee shall be victimized as to his taking an active part in this controversy.

NEW ENGLAND GRANITE CONTROVERSY.

In the spring of 1892 the New England Granite Manufacturers' Association found itself, after much negotiation, unable to agree with the quarrymen of Westerly and Quincy upon a wage list for the season which was then opening. A labor war was thereupon declared, which involved the granite cutters, as well as the quarrymen, and caused a suspension of operations in the granite trade throughout New England for about six months. It has been estimated that upwards of fifteen thousand workmen were idle for a greater or less part of the time.

The account here given of the controversy is presented, as far as possible, in the language deliberately chosen by the parties themselves to express their respective views of the questions at issue.

On May 4 the executive committee of the New England Granite Manufacturers' Association met at Boston and voted "That the members of this association shall stop work in all departments with all employees on the evening of May 14 next, pro-

vided they do not in the meantime make agreements for 1892, in all localities, which shall terminate Jan. 1, 1893."

Agreements had not been made at the date named in this vote, and a general lock-out was declared on the 14th.

The following comments upon the proposed action of the employers, as foreshadowed by the above vote, were issued from the office of the secretary of the Granite Cutters' Union, in Concord, New Hampshire, on May 7: —

We have received a communication from the Granite Manufacturers' Association of New England, of which the following is a copy: —

GRANITE MANUFACTURERS' ASSOCIATION OF NEW ENGLAND,
BOSTON, May 5, 1892.

JOSIAH B. DYER, *Secretary Granite Cutters' National Union, Concord, N. H.*

DEAR SIR: — I am instructed to inform you that, at a meeting of the executive committee of this association held yesterday, it was *Voted*, That the members of this association shall stop work in all their departments with all employees on the evening of May 14 next, provided that they do not in the meantime make agreements for 1892 in all localities which shall terminate Jan. 1, 1893.

Kindly acknowledge receipt and oblige,

Yours respectfully, per order of the executive committee,

C. W. ASHRAND, *Secretary pro tempore.*

As will be seen by the above communication, a lock-out of all members is threatened in all places where members of the association carry on business, regardless of existing agreements, which are in force until May or June, 1893. As will be seen, no reasons are given why such a peremptory demand is made on us, but from newspaper interviews, said to have been had with "prominent manufacturers," we learn unofficially that "it is impossible for the granite trade to delay knowing what the rate of wages for the ensuing year is to be later than January 1, because, while not actively employed in quarrying or cutting at that time, they are busy with plans and architects arranging for work and making prices for work that will begin in the spring."

All practical men know that the above is not correct. Work to be done does not depend on winter or summer, as it is well known that architects put their plans on the market as soon as they get them ready, and the majority of large jobs are figured on in the spring or summer. The pages of the "Government Advertiser" are sufficient proof of this, — that large jobs are figured on in the summer, and not in the winter; and it is well known that about October work is being hurried to completion before the rough weather sets in, the attention of builders and architects being called more to the completion of work on hand than putting new work on the market.

We hold that from February to March a better knowledge of the prospects for the coming season can be obtained than at any time between October and Decem-

ber, as regards building work; and in monumental it is well known even to novices that the demand for monuments is not governed by the seasons only so far as when such are required to be erected on Decoration Day or at the close of the year before hard weather prevents outdoor work. The demand for monuments is governed by the death rate of American citizens, and not by architects, builders or manufacturers, so that the argument advanced is not a logical one.

The real object, the manufacturers consider, is that in December of each year the workmen will be at their mercy, and they can do as they please; but when manufacturers show their honor in thus violating agreements already made, is it reasonable to suppose that workmen will have any compunctions of conscience against violating an agreement in August forced on them in December by such violation of agreement? For of what use will it be to enter into agreements with parties whose honor is so low?

When notices of changes are given in February or March, with three months' notice given of such changes being desired, it would seem, according to the agreement of the manufacturers, that they then know what they can or cannot afford to pay before February 1. Consequently, when they receive a notice of any change desired, they could at once meet their men, instead of waiting until the three months have expired. We are also told that competition in the trade is so close, and the margin of profits so low, that they cannot afford to do anything.

With whom is this competition? Surely not with the workmen at the banker.

When an association or its members say that they are handicapped by the unfair competition of their own members, is it time for that association to take steps to bring its members to a healthy, fair competition by throwing the burden on the workmen? We believe the system on which manufacturing associations are founded is a wrong one, and its members should at once remedy its defects and endeavor to elevate the trade, instead of trying to destroy it; and its members should not forget the days when they worked side by side at the banker with those they are now trying to crush, and the views they then entertained, and the strong denunciation of grasping employers they have made.

The Hotspurs of the business, who never worked at the trade practically, but found a business built up for them, should learn that theories require practical proof. We have practical proof that there is money in the business for employers under present conditions. It is better for them to live in peace and harmony than to lie awake nights scheming how to get the better, not only of their workmen, but of their associates as well. We believe that our members in New England are justified in resisting this threatened lock-out, and call on all our branches to immediately call special meetings and take action as to whether the members in New England shall tamely submit to or resist the arrogant demands of these employers. The quarrel was not of our seeking. Our requests have

been reasonable, and where anything might appear to be unreasonable the matter could have been discussed calmly in February; and we believe our members generally have shown their desire for fair dealing, and an amicable agreement could have been arrived at and everything going along peaceably on May 1. Instead of this, the employers put off till the last minute any attempt at a settlement, thus causing months of unnecessary excitement and ill feeling; and we have no guarantee but what the same system would be pursued from October to December of each year, and with more ill feeling created than at present.

Yours fraternally,

The N. U. Committee.

The following notice was sent to the members of the association in Quincy on May 14, and it is presumed that it expresses the attitude of employers in other parts of New England who locked out their workmen on the same day: —

Whereas, This association, under date of Sept. 1, 1891, passed a resolution and sent a copy of the same to the Granite Cutters' Union of Quincy, to the effect that no strike would be instituted or a settlement forced of any trouble between employer and employee without first bringing the same to the attention of the joint executive committee, as previously requested, providing in the same that, in case of failure to do so, the manufacturers' committee should order a suspension of work in any or

all yards, to remain closed until opened by a vote of this association; and

Whereas, The Granite Cutters' Union, in reply, submitted a proposition that a district committee be appointed by each association to make settlements of any difficulties, which proposition was accepted and agreed to by this association, under date of Sept. 15, 1891; and

Whereas, These agreements have been violated in a number of yards, in instances where men have been stopped working by the action of the delegate of organized labor, and such men have stated to their employers that they were themselves willing, but would be fined by their union if they continued to work; and

Whereas, In a number of yards men have refused to cut stone which has been quarried since the strike of the quarrymen in Quincy, for the reason, so given, that their union had voted not to cut any so-called "scab" stock, and blacksmiths have refused to sharpen tools for same; and

Whereas, The action of the quarrymen is a great injury to our business, and has deprived the quarry owners of quarrying their usual amount of stock, and by the concerted action on the part of the cutters and blacksmiths and their refusal to work upon even the stone our members are able to quarry, the manufacturers cannot continue their business but for a few days longer, some having now been obliged to let nearly all their men go, the executive committee, after investigation and by the power and authority vested in them by the votes above

referred to, hereby declare that the agreements have been disregarded and broken.

Therefore, and in conformity with the votes of the New England Association, you are hereby ordered to close your yards and shops to all organized labor on the morning of the 16th instant, the same to remain closed to such labor until re-opened by a vote of this association.

On May 18 the following statement was published by the Granite Cutters' National Union:—

To the workingmen of the United States and all fair-minded men of whatever station in life: "Our liberties we prize, and our rights we will maintain." We have now thrust upon us by the New England Granite Manufacturers' Association a lock-out of all granite cutters, paving cutters and quarrymen in the employ of members of that association. This quarrel is not of our seeking. No conference has been asked for by the manufacturers' association, but a secret conspiracy has been formed by them to destroy the liberties and rights of those unfortunate enough to be employed by them. Without any notification of any grievances existing which those employers consider should be remedied, they presented us with their ultimatum May 5, giving us no notice to accept their terms. We desire to state to the trade in particular and people generally outside of our trade, that, unless in cases of violation of agreements by them, we give employers at least three months' notice of changes desired in existing agreements or bills of prices, and it has been

customary ever since the establishment of bills of prices to stand honorably by our agreements; and on May 1, in Westerly, R. I., one of our branches, on being notified by the employer that the agreement had not been complied with, withdrew its bill, and were then distinctly told by the employers that the old agreement held good for another twelve months.

Yet, for violation of such agreement, on Saturday, May 14, the men who honorably withdrew their notification after three months' notice, when the technical point was raised by the employers that it was contrary to the agreement, were locked out without any notice whatever, simply at the dictation of the executive committee of the New England Association. Other instances of a similar nature can be given, where, in violation of honorable agreements, they have locked out our members. If our union had ordered a general strike, we should have been very quickly reminded of our agreements.

The issue raised by the manufacturers is that bills of prices should expire December 31 of each year, instead of, as is customary in the different sections, to expire and go into effect in the spring of the year. To some it may seem that the reasons advanced by the manufacturers are reasonable ones; that they cannot figure on work to be done in the summer unless they know in the winter what the rate of wages is to be in the coming summer. If it was a hard-and-fast line that all building work was to be let only in the winter, there might be some reason in such; but when it is well known that, while it is true

that some work is let and some figured on in winter, yet some of the largest jobs have to be figured on and let after wages have been agreed on; and further, if there were any jobs to be figured on in the winter, and an employer was in doubt as to whether there was to be any movement for increased wages by his employees, why could he not inquire of them whether they were satisfied to cut the job under the existing bill, or, if there were any changes desired, to make known what those changes were likely to be, so that due provision could be made for it in estimating?

The plain facts seem to be that the employers desire bills to expire in the depth of winter, when workmen are practically at their mercy. But how that will improve the situation when employers themselves acknowledge that there is a cut-throat competition among them, we fail to see; and we fail to understand how it will remedy the method of figuring usually adopted; for it must be plainly evident, from the disparity in the figures published of contracts let, that some contractors pay but little regard to bills of prices in their estimates, or, if they do, they differ largely in their scholarship; as it appears singular how contractors in localities paying $3.50 per day can figure below and get contracts where their competitors pay only from $2.75 upward.

How can this be explained in the bids recently opened for the Lowell postoffice? Five Lowell contractors bid on the work, and their bids were as follows: C. Runels (two bids), $81,748 and $83,482; Patrick O'Hearn (one

bid), $90,693; C. Foss & Co. (one bid on granite), $87,528; Staples Brothers (two bids), $99,024.50 and $85,823 50; White & Sweatt (one bid), $86,814.64. The highest bid was from G. W. Corbett of Washington (one bid), $123,000. There was a difference between the highest and the lowest of the Lowell bidders of $17,276.50, and between the highest bid and the lowest of all bidders a difference of $41,252. The disparity in figures may be owing to bills of prices, but we fail to see it.

The monumental business is not governed by hard-and-fast lines as to seasons, and the same disparity in figuring exists as in building work; but how such should be if they depend for figuring such work on bills of prices, is remarkable when, where there is a considerable difference in figuring on a monument, the party who is the highest wonders how the party can do the job if the bills of prices hold and come out whole; yet they do pay the bills of prices and appear to come out whole, as they do not fail, but continue in business year after year, and apparently prosper better than ever.

The pathway of the association is strewn now with broken promises; honorable agreements recently signed are ignored as if never made; and, if the members of the association act in their other business transactions as they have with their employees since May 14, then we would like to know what business man would place any reliance in any promises made by them in the future.

Seeing the indefensible position they have taken, they

now claim they have not locked out their men, but it is simply a suspension of business for an indefinite period; and a great deal of special pleading is indulged in, to endeavor to show that they are right in the position they have taken; but they stand in the eyes of all honorable men as unreliable, and we sincerely hope, if there are any among them who consider themselves honorable men, but have been misled by the agitators of this trouble, that they will assert their manhood and fulfil their contracts with their men.

On May 26 the following statement, addressed to the public, was given to the press by the executive committee of the manufacturers' association: —

The quarrymen's local union at Westerly, R. I., on the 1st of April demanded that "all capable quarrymen, drillers, and derrick men should be paid no less than 23 cents per hour."

The employers were paying "capable" quarrymen $2 per day, or 22⅔ cents per hour, and some experienced and extra good men were paid more, while inexperienced and less capable men received 18 cents and upward, according to their ability. The union, however, determined that there were "none other than capable men at work in Westerly, and that no man should receive less than 23 cents per hour." This demand was not agreed to, and the men struck, since which time no quarrying has been done in Westerly. In this case, as in many others, the trouble

commenced with the demand that the least capable and most capable men should all receive the same wages, while the employers desired to pay each man all he could earn. On May 2 the quarrymen at Quincy and other points struck work, to promote their own demands and aid the Westerly quarrymen. The employers in many localities, not being able to get material for the cutters, called a meeting of the Granite Manufacturers' Association to consider the situation. It was evident that the quarrymen's strike would become general, and that they would be supported by the national unions; for at some points the cutters were already on strike, and in many places the cutters were demanding increase of wages and the signing of a new bill for the year. After full discussion, it was voted to stop work until a settlement could be made. There was indeed no alternative, for, as the quarrymen and cutters were acting together, nothing could be done until the strike had run its full course. The employers offered to sign contracts terminating with the calendar year, but, under instructions from the national unions, this offer was refused.

The unions fixed upon May 1 as the time when all agreements should begin, and from that date would not recede. The unions were then served with the following notice: —

Granite Manufacturers' Association of New England,
Boston, May 5, 1892.

That the members of this association shall stop work in all their departments with all employees on the evening of May 14 next, provided they do not in the mean time make agree-

ments for 1892, in all localities, which shall terminate Jan. 1, 1893.

It will be observed that the agreements between the employers and men at various points terminated at different dates, according to the time when these agreements were made at different localities.

In order that the workmen might act simultaneously and together, notice was given by them, at some points, to their employers, that agreements with the workmen should hereafter terminate on the last day of April. The employers did not assent to this demand, but were willing to have all agreements begin and end with the first of the year, regarding May 1 as the most inconvenient date of the whole year. At various points the agreements had already been signed by both parties, terminating with the calendar year; but the unions peremptorily ordered these agreements to be withdrawn and cancelled, substituting May 1 for January 1. The employers refused to make the change.

The unions' reason for insisting on May 1, and the employers' reasons for insisting on January 1, are, therefore, the essence of the present difficulty, and may be stated in a few words.

The employers, when closing their books and making the usual business statements and settlements for the year, desire to know for a certainty the rate of wages, hours of labor, etc., when entering upon the new year, and not have their business disturbed and thrown into confusion by possible disagreements in the spring. The

unions, on the other hand, desire to have all agreements terminate May 1, believing that they can more easily dictate terms to the employers in the middle of the season than at the beginning, and this reason has been openly acknowledged.

The Granite Manufacturers' Association believe that the employer has the right to fix a time beyond which he would not be bound, and refuse to accept the dictum of the unions that each employer should be bound until May 1, or he would not be allowed to have any workmen.

The main question is, Shall the agreements between the employers and the men begin with the calendar year or the middle of the season?

It must be admitted that no man can be compelled to work for a single day nor at any fixed rate of wages; each man can, despite the general agreement, refuse to work for any employer, unless at his own price, provided it is above the minimum, — less than which no man is allowed to work by the union, whether he can earn his wages or not. On the other hand, the employer feels that he has some rights which should be respected even by the workmen and their leaders. The right to fix the time when all agreements shall expire is as manifestly his right as is the right of the workman to say that he will not bind himself to work a single day longer than he sees fit, without regard to May 1 or any other date. The attempt to force the employers into a one-sided contract by ordering a strike on all buildings, in all trades, tying up loaded vessels and preventing their discharge, requesting

railroad companies not to accept granite as freight, pending the trouble, — in short, by the application of forcible, illegal and unjust measures, inflicting all possible inconvenience and damage, not only on the employer but the general public, — is so manifestly and unlawfully violent and improper that it cannot be tolerated in a free country.

The unions will not and cannot agree to supply labor at any fixed price for any fixed time, or on any particular work, public or private. All they can do is to prevent union men working at less wages than the price fixed by the local branches of the unions, and prevent the employer from taking any contract with the certainty that the rate of wages on which his contract is based can be maintained to the end or for any specified term. The enormous expense to which the unions can submit in order to carry a point which originates with their leaders and not with themselves, demonstrates beyond any question the fact that they are not being oppressed by their employers; indeed, no complaint of that description comes from that quarter.

It is simply a question whether the employer can exercise his reasonable right to the safe and proper management of his own business, dealing justly and honorably with his workmen, and exercising no lawful or personal right which he does not cheerfully concede.

The charge made by the unions that the manufacturers' association has compelled its members to break existing agreements with their workmen, is denied and is untrue. This charge is based upon the claim that in some locali-

ties the agreements contained a clause that sixty or ninety days' notice should be given of any change in the bill of prices. The employers have not proposed any change in the bill of prices. The changes proposed have come from the local unions, sustained by the national unions, and the employers have been forced in many localities to suspend work for want of material and workmen on account of strikes which have become general. The present situation has been forced by the unions, and not by the employers or the employers' association. If it were true that the employers had in any instance made a demand for the reduction of wages, or for an increase in the hours of labor, or for a change in bills of prices, under existing agreements, there would have been some ground for the charge; but, as it is, there is none, the employers being willing to have the bills extended not only to Jan. 1, 1893, but even to Jan. 1, 1894, 1895 or 1896, if so desired by the employees.

We do refuse, as we have a right to refuse, any new agreements which do not begin and end with the calendar year, and no sound or proper reason has been offered for any other date.

We are very glad to see that some of the men are disposed to go into business on their own account, for there is no remedy so good as that to cure a striker of his folly.

At several times during the summer and autumn this Board had communication with manufacturers on the one side and workmen on the other side,

with a view to learning the then state of the controversy, and in the hope that the differences might be adjusted. It appeared that the trouble did not relate wholly or principally to wages, at least not ostensibly, but rather to the date when the yearly wage-list should expire. It had customarily expired on May 1; but the employers felt that it would be better for their interests in fixing the prices, and would be fairer and more advantageous to the business in every point of view, if the yearly wage-list and agreement were made to expire on January 1. The workmen on their side resisted the change, saying that in the negotiation for a new list they would be at the mercy of the employers, if the list were made to expire in the dead of winter. This was the issue on which the parties took their stand. The question of discrimination and the employment of apprentices did, however, enter into the discussion, in some quarters.

A settlement between the Cape Ann Granite Company and its cutters was agreed to early in June, but this settlement did not materially affect the general situation. As the summer wore away, a desire for a settlement began to make itself known. About fourteen employers, in and about Boston, who did not belong to the association,

kept about one hundred men at work all summer. About the middle of July, in the works on Cape Ann, settlements were arrived at under which the quarrymen returned to work. Shortly before this the quarrymen of Quincy had gone back to work; but no settlement was reached with the granite cutters of Quincy until September 23. Subsequently, on October 15, a settlement was effected with the Boston granite cutters, and work was resumed on the 17th in all the shops of Boston and vicinity, under the following agreement, which was entered into by James Grant, Nicholas W. Roach and James Patterson, on behalf of the workmen, and Austin Ford, Henry Murray and M. L. Scorgie, on behalf of the manufacturers: —

It is hereby agreed by and between the Granite Manufacturers' Association, of Boston and vicinity, and the Boston branch of the Granite Cutters' National Union, that the granite cutters and tool sharpeners return to work for a term of years terminating March 1, 1895, under the old bill of prices as agreed on May 4, 1891, which were in operation at the time of suspension of business; with such slight changes as specified, which may be agreed upon by these committees.

Should either party desire a change at the expiration of said period, three months' notice shall be given previous to March 1, 1895.

If no notice of change is given by either party, as above stated, then the agreement in force at that time shall continue for three years from and after March 1, 1895.

It is also agreed that any contention which may arise during said period, as to the performance in good faith of said agreements by either party, shall be referred to a committee consisting of three members each, to be selected from the executive committees of Boston branch of the Granite Cutters' National Union, and the Granite Manufacturers' Association, of Boston and vicinity, which committee shall act as a board of arbitration; and, failing to agree by a two-thirds vote, said board by a five-sixths vote shall agree upon and select a disinterested person to act as umpire; and the board thus constituted shall hear the parties and make an award within thirty days by a majority vote; such award shall be final. The committee losing the case shall pay the expenses of the umpire.

Pending such arbitration in reference to the above bill of prices, it is mutually agreed that there shall be no strike, lock-out or suspension of work.

It is further agreed that the number of apprentices employed shall be discretionary with the employers. All apprentices taken on, after this date, shall serve three years.

It is hereby mutually agreed between the Granite Manufacturers, of Boston and vicinity, and the Boston branch of the Granite Cutters' National Union, that no discrimination be made between union and non-union men on the part of the granite cutters: *provided*, the

Granite Manufacturers' Association of Boston and vicinity on their part agree not to discriminate against any member of the Granite Cutters' National Union, or against any of their members who have served in any capacity on any committee of the Boston branch, or any members who may have made themselves prominent during the present suspension of business.

The Granite Manufacturers' Association of Boston and vicinity agree not to discriminate against granite manufacturers who are not members of its association.

It is hereby agreed that, in case a manufacturer fails to pay his workmen on the regular pay day, the granite cutters shall not waive the right of suspending work unless a satisfactory excuse is given to them or their representatives.

At every stage of the controversy this Board was unable to see why it was necessary for men possessing a fair amount of intelligence and a good knowledge of all the details of the business, to paralyse for months the business all over New England, in order to come to an agreement as to what their relations should be in the future, when both sides should wish to resume that business. This view the Board several times attempted to impress upon leading manufacturers and influential leaders of the workmen; but the Board was always confronted with the statement that both sides were acting with their respective organiza-

tions, and that on the side of the manufacturers the employers in Massachusetts were in the hands of the New England Association, and the interests of the workmen were being managed by a national committee. Both parties were of the opinion that the controversy was so extensive, involving, as it did, all New England, that this Board could not do anything towards a settlement with any prospect of success.

Compromise came when the trial of endurance had been prolonged to the satisfaction of both parties, and the business and earnings of the best part of the year had been sacrificed. It should be noted that the agreement, when it was reached, provided expressly for arbitration, instead of strikes or lock-outs, as a means of settling differences between employer and employee.

MANCHAUG MILLS — SUTTON.

Notice was received on May 5, that, two days before, a strike of loom-fixers and weavers had occurred in the cotton mills of B. B. & R. Knight, in Sutton. The complaint of the loom-fixers was that their wages were insufficient, and the weavers struck from sympathy.

Acting upon the notice received, and under the provisions of law, the Board communicated in writing with the chief manager of the mills, and with the representatives of the employees, and suggested, on May 9, to both parties that a conference be held for the discussion and adjustment of grievances. Subsequently the Board was notified by the employees that a settlement had been agreed to on the 13th, and work resumed.

PLYMOUTH ROCK PANTS COMPANY — BOSTON.

On May 26 the Board was notified that a controversy existed between the Plymouth Rock Pants Company, at Boston, and the United Garment Workers and the Union of Journeymen Tailors; and that a boycott had been declared against the company's goods. Upon opening communication with the parties, it was ascertained that the differences related to wages paid for "custom work," so called, hours of labor, and the recognition of the unions in the manner desired by them; that the differences had continued for some considerable time, and culminated on May 9 in a strike of the cutters. It was also learned that it would be necessary to confer with the general officers of the unions, in New York. The local agents promised to set things in motion with a view to a settlement; and subsequently, on June 10, an agreement was effected between the company and the unions, by the terms of which wages were advanced, the boycott was raised, the shop was "unionized," and the company became entitled to use the union label, — a privilege which was deemed to be of advantage in the selling of goods.

FITCHBURG RAILROAD COMPANY — BOSTON.

An application in writing was received on May 26 from M. J. Bishop, representing the trackmen employed on the first and second sections of the Fitchburg Railroad, in which the grievance set forth was insufficient wages and too much Sunday work.

Notice in writing of the filing of the application was sent on May 28 to the president of the corporation, with a request for an interview. On the same day the president called at the office of the Board, and said that he would meet a committee representing the trackmen, in the presence of the Board, at a time to be fixed by him subsequently, as soon as he could consult with the chief engineer. Acting on this statement, the Board procured the appointment of a committee of three of the trackmen interested, who were authorized to meet and confer with the president, with a view to a settlement.

On June 6 the president was notified in writing that the trackmen were ready to act whenever it should be convenient for him to meet them, and

was requested to inform the Board when it would please him to meet the committee for the purpose of a conference. On June 8 the president wrote in reply to the Board: "There is nothing pending between this company and its employees but what can be settled without the intervention of outside parties. For this reason we prefer to deal directly with our men on questions of wages."

Notice of the changed attitude of the corporation, as shown by this letter, was given to the employees, and on July 15 a new application was filed by the workmen, setting forth the same grievances as before; and, on this application, public notice was given in the newspapers of a hearing on August 1, at the rooms of the Board, 13 Beacon Street.

At the time and place appointed the Board heard all persons who wished to be heard upon the matters involved in the case, took the case under advisement, and for further inquiry.

On August 8 the conclusions of the Board were reduced to writing, as follows: —

In the matter of the application of M. J. Bishop, representing employees of the Fitchburg Railroad Company.

PETITION FILED JULY 15. HEARING, AUGUST 1.

This case concerns the wages of trackmen. The first application to the Board in this case was presented on May 26, 1892, and alleged "that less

wages is paid these men than is paid by similar corporations for the same work. That no adequate compensation is given for overtime, and that an unnecessary amount of Sunday labor is demanded."

Ineffectual attempts were made by the Board to induce the corporation to join in the application, or, failing that, to bring about a conference between the president, or other suitable officer, and the employees immediately interested. These attempts were unsuccessful, and upon a new application, filed July 15, formal notice of a public hearing was given to the president of the corporation and to the workmen interested, as well as by publication in newspapers, and on August 1 a public hearing was had at the rooms of the Board in Boston. Several of the workmen employed by this or other railroads appeared and were heard. No one appeared in behalf of the corporation.

Satisfactory evidence was furnished that M. J. Bishop, who signed the petition as the representative of the trackmen employed on the first and second sections of the Fitchburg Railroad, was the duly authorized agent of a majority of the men employed on these two sections.

There was evidence tending to show that the work done by the petitioners was repairing and keeping in good order tracks, frogs and switches,

on the two sections of the road nearest to the city of Boston; that they were expected to do considerable work in the night after hours and on Sunday. Some extra work was necessary, and the men had been accustomed to receive extra compensation for it. The evidence tended also to prove that the work on the first and second sections was more dangerous and more difficult in other respects than similar work on the interior sections; and that the men, being obliged to live near their work, were by reason of that fact, many of them, obliged to pay more for living expenses than was the rule outside of Boston.

The wages received by the regular trackmen, not including the second hands or bosses, is on this road $1.50 a day. The employees on the first and second sections have repeatedly asked to be allowed $1.60 a day, and the management of the road, we believe, has never in terms refused to give the increase. The men have not struck, and the policy of the management appears to have been delay without any definite action.

The evidence given at the hearing, which has been supplemented by further inquiry, showed that, for work like the work in question, the steam railroads running into Boston pay $1.50, $1.60 and $1.75 per day.

The Board is asked, in the words of the statute, to "advise the parties what, if anything, ought to be done or submitted to, by either or both, to adjust the dispute." And, in the performance of its duty, the Board states its opinion that, under the circumstances of the case and the facts shown to exist, the request that the trackmen employed on the first and second sections be paid $1.60 a day is not unreasonable, and ought to be complied with; and the Board so recommends. With regard to the extra work, however, the case is not so clear; and, since it appears that the management of the road has heretofore made extra allowance for overtime, the Board is of the opinion that, upon the whole evidence, the case does not call for any recommendation concerning extra work or Sunday work.

This report of the conclusions of the Board was not made public at the time, because on August 9 one of the trackmen's committee called at the rooms of the Board for the purpose of informing the Board that, on the day next following the hearing, the trackmen employed on the first and second sections of the road were informed by their foremen that the advance of ten cents a day would be paid to them; and on the following Saturday they were

in fact paid off at the advanced rate, beginning with August 1, the day of the hearing. In view of this statement, and by request of the workmen interested, the publication of the Board's conclusions was deferred until the preparation of the annual report.

A. G. VAN NOSTRAND — BOSTON.

On May 26 an application in writing was received from M. J. Bishop, representing employees in the ale-brewing department of A. G. Van Nostrand of Boston, brewer. The matter complained of was "that more than ten hours are demanded as a day's work, the amount of wages paid compares very unfavorably with that paid by the principal competitors of the firm [naming them], and no extra compensation is allowed for work after regular hours, or on Sundays and holidays, much of which could be entirely abolished without detriment to the business."

When a notification of the filing of the application was sent to A. G. Van Nostrand, with a request for an interview, he said that there had been a recent change in the name of the firm, that the notice purported to be directed to W. T. Van Nostrand & Co.; that there was no longer any firm of that name, and that the new management did not know of any difference with their employees. This was reported to the agent of the employees, and subsequently, on June 15, two representatives of the workmen called on the employer and

acquainted him with their business. He declined to deal with them or to refer the matter to the State Board.

On the following day two members of the State Board attempted without success to see the employer at his place of business. Later, on the same day, Mr. Van Nostrand called at the rooms of the Board and said that he would consider the suggestion of a conference between the parties in the presence of the State Board.

On the 18th he called again, and said that on the evening of the 16th twenty-one employees in the ale-brewing department had struck, and on the day next following four coopers had joined them. He added that he had hired a number of men sufficient to enable him to continue his business, and that under the circumstances he did not need the services of the State Board.

On July 2, however, a letter was received from him, expressing his willingness to meet Mr. Bishop in the presence of the Board, in order to effect a settlement. Mr. Bishop was notified, and on July 5 the parties met at the rooms of the Board, and after much discussion agreed upon a settlement, the terms of which were afterwards ratified by the union to which the workmen belonged, and were reduced to writing and filed with the Board's papers. This ended the controversy.

A. R. JONES — WHITMAN.

The Board was notified, on April 29, that a strike had occurred on that day in the factory of A. R. Jones, at Whitman, growing out of the alleged discharge of an employee, and the announced intention of the employer to reduce the wages of his edge-setters. Subsequently, after two or three interviews with the Board, the firm and the workmen interested signed a joint application to the State Board, and the employees returned to work, pending a decision.

On June 15 the following decision was rendered: —

In the matter of the joint application of A. R. Jones, of Whitman, and the edge-setters in his employ.

PETITION FILED MAY 9, 1892. HEARING, MAY 13.

In this case the Board is called upon to fix wages for setting edges on the Union machine.

After full consideration, the Board recommends that for setting edges on the Union machine, whether fair stitched or imitation stitched, edges set once and blacking included, the price be 15 cents per dozen pairs; for Goodyears and samples

one-half price, extra, as heretofore agreed upon; and any work done by the machine edge-setters not now covered by a piece-price to be paid for at the rate of $3.50 per day.

Result. The decision was accepted and carried into effect by all concerned.

BOSTON & ALBANY RAILROAD COMPANY — WORCESTER.

The freight-handlers employed by the Boston & Albany Railroad Company at Worcester struck on May 7, because of the refusal of the corporation to advance the wages paid for handling freight. The request was, that the men be paid at the rate of 17½ cents per hour, instead of 15 cents. Three days after the strike occurred, a request for the action of the State Board was received from the representatives of the workmen, and in compliance therewith the Board called upon the president of the corporation.

The results of the interview were reported to the workmen in the following letter: —

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, May 12, 1892.

Mr. MICHAEL MCCARTHY, *Worcester.*

SIR: — Acting on the request contained in the application dated April 10, and signed by you in behalf of the freight handlers lately employed by the Boston & Albany Railroad at Worcester, the full Board called upon the president of the railroad corporation this morning, and

laid before him the grievance set forth in your application to us, supplemented by such further statements as were suggested by the interview which your committee had previously had with Mr. Barry of the Board.

The president, Mr. Bliss, said that the desire of the freight handlers for an increase of wages had been brought to the notice of the directors some time before the strike occurred, and that the request was not granted because: —

(1) The wages now paid are considered by them fair, in comparison with the rate of wages prevailing in Worcester, and in comparison with the wages paid to trackmen.

(2) That, if an increase were granted to the freight-handlers, it would entail an increase in the wages of at least two thousand other employees whose claim for consideration was equally great with theirs.

The president said that these reasons influenced the directors now as much as ever; that, as the men had struck without first offering to arbitrate the question, they could not now, in his view of it, suggest that means of settlement when the places are all filled and the work is being done to the satisfaction of the company.

Having fully explained to the president the attitude of the Board and its duties in cases of this kind, and having expressed the readiness of the Board to act at any time in the interest of both parties to assist a settlement, should the situation change in any material respect, it only remains for the Board to report to you in this manner what has been done upon your application, and to

express regret that the prospect at present is not more favorable to the wishes of the men whom you represent.

Yours respectfully,

CHARLES H. WALCOTT, *Chairman.*

It is clear that the intercession of the Board would have been more likely to effect something, if this means of reaching the company had been adopted before a strike was entered upon. Subsequent events showed that, contrary to the expectations of the striking workmen, the strike was not supported by other freight-handlers working for the same corporation, nor by the employees of other railroads. Their places were filled without much difficulty, and no new phase of the controversy has since come to the knowledge of the Board.

BOILER-MAKERS' STRIKE—BOSTON.

Prior to May 1, the boiler-makers of Boston and vicinity, acting through the agency of the Boiler-makers' and Iron Shipbuilders' unions, preferred requests to their respective employers for a nine-hour day, without reduction of the wages then paid. The employers were organized under the name of the New England Association of Boiler Manufacturers and Iron Ship Builders.

Committees met and talked the matter over, but without coming to a definite understanding, and on May 4 there was a general strike throughout the shops of Boston and Cambridge, about six hundred men abandoning their work. The members of the association met and voted unanimously not to accede to the demands of the men. Some had foreseen the strike, and stopped taking contracts some time previously. Some new men were hired, and some who had gone out returned to work, but no great efforts were made to fill the places of the absent men. The union was equally firm in adhering to what was claimed to be a just demand. Men who came from other cities, in answer to advertisements for boiler-makers, were induced to return, statements and counterstate-

ments appeared in the newspapers, and in this way the dispute dragged along until June 22, when the Board was led to believe that something might be done towards effecting a settlement.

Accordingly, on the following day, the Board called upon A. E. Cox, of the Atlantic Works, at East Boston, and had an interview with him and H. S. Robinson, another employer affected by the strike. A full account of the controversy was given; but when the Board proposed a conference, it was suggested that the Board meet the members of the manufacturers' association on the following Monday, the 27th. The Board met with the manufacturers as proposed, and the situation was discussed informally but fully, the Board urging a conference of committees in the presence of the Board. The manufacturers voted to accept the Board's invitation, and on the 29th a committee of the workmen met a committee of the manufacturers at the rooms of the State Board, and after a prolonged discussion, it was agreed that the men should return to work on the day following, on the basis of fifty-eight hours a week, and to receive pay for sixty hours, the length of each day's work to be fixed in the several shops, but no discrimination to be shown against the men who struck.

Thus a long-drawn-out dispute was happily brought to an end.

CHARLES A. MILLEN & CO.—BOSTON.

On June 4 the agent of the International Furniture Workers' Union of America called upon Charles A. Millen & Co., of Boston, manufacturers of building trimmings, and in behalf of the employees presented a request in writing that on and after that date nine hours should "constitute a day's work, and only union workmen shall be employed." An answer was on the same day requested. The firm returned the paper to the agent, saying that they would grant nine hours when they got ready, and not before. Thereupon the workmen employed by the firm, eighteen in number, went out on strike.

On the 7th, the Board, by its clerk, communicated with the firm, who said that they might agree some time to a nine-hour day, but the strike was sudden and unexpected, only one hour being allowed for consideration of the union's demand. They said that such action by the workmen was not calculated to make the firm look favorably upon them or their requests. No desire was expressed for a settlement.

Subsequently the striking employees found employment somewhere else, the firm procured other workmen, and the controversy gradually died out.

PUTNAM NAIL COMPANY—BOSTON.

Notice in writing was received by the Board on July 19 that a strike had occurred on July 11, on the part of men employed by the Putman Nail Company, of Boston, manufacturer of horseshoe nails, and that an extension of the strike was threatened. The Board on the same day communicated with the representatives of the striking workmen and the treasurer of the company, inviting them to a conference. Both parties responded, and on July 21, at the rooms of the Board, the treasurer met a committee representing the workmen.

It appeared that the dissatisfaction arose from a new way of doing the work of nail-making, and from the introduction of water gas in place of naphtha gas. The matter was fully and freely discussed, and was then and there settled upon the written statement, signed by the treasurer, that "The company does not desire that the nailers should bear any part of the expense of experimenting with the new gas, and will see that they average to make as good pay under the new gas as under the old, the

Board of Arbitration to have the privilege to see that such is the case."

The men returned to work, and the Board has not heard anything more about the matter.

G. B. BRIGHAM & SONS — WESTBOROUGH.

On August 2 a strike occurred in the shoe factory of G. B. Brigham & Sons, at Westborough, occasioned by a disagreement concerning the prices to be paid for treeing boots on the Copeland treeing machine. The Board went to Westborough on the 5th, in response to a telegram from the firm, and there were met by the members of the firm and by the treers and their representatives. It appeared that, at some time in the preceding spring, the firm and the agents of the International Union had agreed that this firm should pay, for treeing on the machine referred to, the same price that should be fixed by the State Board in the South Framingham case, which was then under consideration. After the Board's decisions in the South Framingham case and the Hopkinton case, an attempt was made by this firm and their treers to agree upon prices for machine treeing; but there appeared to be a difference of opinion as to how the Board's decisions and their own agreement ought to be applied, under the peculiar conditions which prevailed in the West-

borough factory as to measurements, and tags, and prices paid for treeing by hand.

Propositions for settlement were made by both sides, but were rejected without much hesitation. Finally, when it appeared as though nothing would be accomplished, the Board suggested a basis of settlement, which the firm expressed a willingness to accede to, provided the union would agree to it. The workmen, after consulting together, said that, while the suggestion of the Board seemed to them worthy of careful consideration, they were still inclined to insist upon what, as they understood it, the firm had bound themselves to accept as the decision of the State Board in the South Framingham case.

The Board then brought the conference to an end with a request, which was acceded to on both sides, that the parties interested would meet together and take plenty of time to discuss the situation with a view to a settlement, and, if there appeared to be any further need of the Board's services, the Board would respond.

On the following day the differences were settled by agreement of the parties.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On September 12 a request was received from the W. L. Douglas Shoe Company that the Board would meet at Brockton, for the purpose of adjusting prices in the treeing department. The Board replied on the same day, enclosing blanks for a formal application, and requesting information concerning employees interested.

On the 13th a letter was received from the company, stating that matters had been "satisfactorily settled," and therefore it would not be necessary for the Board to act further.

STRIKE AND LOCK-OUT OF GARMENT WORKERS — BOSTON.

Early in October a circular was presented to nearly every clothing contractor doing business in Boston, asking that the week's work should be limited to fifty-eight hours, and that the same rate of wages should be paid in winter as in the summer time. The employers, or some of them, were in an organization known as the Boston Clothing Contractors' Association, and the workmen acted through the agency of the United Garment Workers of America. The request of the union not being immediately granted, two strikes occurred on October 5, and two days later seven other shops were struck. In the interval two contractors had agreed in writing to the terms proposed, and had subsequently, under pressure from the association, withdrawn their assent.

On the 8th the association shops, about thirty in number, locked out their employees; about twelve hundred men and women were thrown out of work, and the battle was on in earnest. The majority of shops in the city were not in the association, and

the union proceeded to make as many settlements as possible with individual contractors. At length some of the association shops obtained enough non-union men to enable them to re-open their places of business.

On October 18 a committee of the contractors, consisting of I. L. King, Martin Leftovith and M. Greenbaum, called and gave written notice of the controversy; and, the advice of the Board being asked, were urged to meet with the representatives of the union, and endeavor to reach a settlement by agreement before any formal action should be taken by the State Board. On the following day the same committee reported that they had attempted to make a settlement, but had been met by a new demand on the part of the union, with which the contractors were unable to comply; that the union now demanded indemnification in money for time lost and money expended in carrying on the controversy, and for strike benefits. A committee representing the workmen called at the request of the Board, and gave their account of the dispute. The union refused to recognize the association as a *bona fide* organization of employers, and expressed a purpose of dealing with the several contractors as individuals.

It was then sought to bring the parties together

in the presence of the Board for a conference; but, before any definite arrangements had been made for fixing a time and notifying the parties, Messrs. King & Greenbaum, contractors, appeared at the rooms of the Board accompanied by three workmen, William Berger, J. W. Silver and Louis Reinstein, who said that they represented an organization called the Independent United Garment Workers' Association of Boston. The contractors and workmen said that they had met at the rooms of the Board by agreement amongst themselves, for the purpose of laying before the Board the terms of an agreement which they had entered into, and to request the Board to witness and record the same. The agreement was accordingly reduced to writing in the presence of the Board and attested by the clerk.

When this agreement was made public, the union of United Garment Workers, which had been conducting the controversy in behalf of the workmen, declared the proceeding to be a trick of the contractors, and said that the alleged new association of Independent United Garment Workers was not a genuine labor organization, nor entitled to any recognition as such.

None of the parties had any further communication with the State Board, and the agreement

which the Board was called upon to attest did not, so far as appeared, affect the settlement of the controversy. The contractors were approached as individuals, and settlements made, which were understood to be generally favorable to the claims of the workmen, and by the end of the month of October the contest was practically decided in their favor.

HARNEY BROTHERS — LYNN.

An application was received on October 6 from the men employed at beating-out in the factory of Harney Brothers, of Lynn, claiming that the price of 45 cents per case of 60 pairs ought to be paid in this factory for work on the Bresnahan machine, instead of a lower price then paid.

The application was laid before the firm by a member of the Board, and the firm declined, for reasons stated, to join in the application, saying that the matter was of slight importance; but, if the workmen wished to revise prices on a larger scale, they would join in submitting the case to the Board.

Subsequently, the representatives of the workmen requested that nothing further be done on the application, for the reason, as alleged, that the demands of the men had been acceded to by the firm.

SAXONVILLE MILLS — FRAMINGHAM.

On October 28 four card boys and nine gill-box boys employed in the Saxonville Mills struck for higher wages. By reason of this strike the mills were stopped, and about two hundred and fifty persons made idle. After some ineffectual attempts by the superintendent to effect a settlement, the mills started up again on November 7, and the strike collapsed.

The Board had some communication with both sides, after the strike occurred; but, while the management appeared willing to accept the mediation of the State Board, the boys were more reluctant about it, until at length the opportunity had passed, and all the Board could do was to advise them to call in the Board whenever in the future they had a grievance, rather than begin the agitation by precipitating a strike. It is thought that the experience was not altogether lost upon the youthful strikers.

A. F. SMITH — LYNN.

On October 26 the lasters employed by A. F. Smith of Lynn, shoe manufacturers, numbering thirty-one, went on a strike, to enforce a demand for an increase of wages for hand lasting. Two days later, four lasters who were employed on Goodyear welts joined the strikers. In a day or two afterwards the employer made an arrangement by which Boston lasting machines were introduced into the factory.

On November 1 the Board called at the factory, and subsequently upon the lasters' representatives in Lynn, to see whether there was any opportunity for a settlement. The superintendent, after giving an account of the beginning of the dispute, said that there were then six lasting machines in the factory operated by men furnished by the machine company, and were doing very satisfactory work; that he should put in new machines when they were needed, and that there was nothing to be settled.

Mr. Smith was absent from home at the time the demand was made by the union, and had not re-

turned at the time when the State Board called. It was therefore suggested by the Board that the representatives of the union call upon him immediately upon his return, and attempt to come to some understanding. The Board has heard nothing further from the case.

CORCORAN, CALLAHAN & CO. — LYNN.

On November 1 a joint application was received from Corcoran, Callahan & Co., of Lynn, shoe manufacturers, and the beaters-out employed by them. The facts appear sufficiently in the following decision, which was rendered on Jan. 3, 1893: —

In the matter of the joint application of Corcoran, Callahan & Co. of Lynn, and their employees.

PETITION FILED NOV. 1, 1892. HEARINGS, NOVEMBER 22, 25.

The application in this case presents a question of pay for beating-out shoes in the factory of Corcoran, Callahan & Co. of Lynn.

Formerly the machine employed in this factory for beating-out, was the Swain & Fuller (two lasts) machine. The bulk of the product was then and is now misses' and children's shoes, and the price then paid in this factory per case of 60 pairs of misses' or 72 pairs of children's, was 40 cents. In June, 1891, the firm introduced the Bresnahan automatic (two lasts) machine, and at the same time lowered the price paid from 40 to 35 cents per case. The reduced price has ever

since been paid in this factory, although the reduction was protested against by the union of beaters-out, and ineffectual attempts were made to induce the firm to restore the former price.

At the hearing the union contended that, if a comparison were made with prices paid in other factories in Lynn for work of like quality and grade, it would be found that 45 cents a case was the prevailing price paid in Lynn for beating-out; and evidence was offered on the part of the workmen tending to support the claim. The firm, on the other hand, contended, and submitted testimony tending to prove, that their product was almost exclusively misses' and children's shoes; that it was easier to beat them out than it was to do women's shoes; that they had never before been asked to pay more than 40 cents on either machine; that the workmen could earn more in a month or year on the new machine at the reduced price; and that the firm's real competitors were shops outside of Lynn.

The prices paid and the conditions existing in the factories referred to on both sides, have been carefully examined into by means of experts appointed by the Board; and in view of the information thus gained, taken together with all the other testimony and circumstances of the case, the Board

is of the opinion that for the work of beating-out as it is done in the factory of Corcoran, Callahan & Co. in Lynn on the Bresnahan (two lasts) machine, 40 cents per case of 60 pairs of misses', or 72 pairs of children's, is not too high, and the Board accordingly recommends that that price be paid.

Result. The decision was accepted by all concerned.

WEIL, DREYFUS & CO.—BOSTON.

In November the shirt-makers employed by Weil, Dreyfus & Co., of Boston, went on a strike because of notice received, through the foreman, that thereafter the wages for certain parts of the work would be reduced. A conference was had with the firm, and, as a temporary arrangement, it was agreed that the employees should resume their work at the old prices, and, if subsequently the firm insisted upon it, both parties would join and submit the matter to the State Board of Arbitration.

On November 26 the firm met a committee of the shirt-makers by appointment at the rooms of the Board, and a formal application was signed by both parties and filed with the Board. An informal discussion of the items thereupon ensued, and, there appearing to be a fair prospect of a settlement by agreement, the case was, with the approval of all parties, continued without day, either party having a right to bring it up again upon notice to the other side.

IVERS & POND PIANO COMPANY — CAMBRIDGE.

A strike occurred at Cambridge on October 26, to enforce a demand of the varnishers and polishers employed by the Ivers & Pond Piano Company for a nine-hour day and an increase of wages. On November 1 the Board called upon the workmen's representatives, and a few days later had an interview with the superintendent at the factory. The Board advised a meeting, and soon after, through the interposition of the Building Trades Council of Boston, on or about November 25, the firm and a committee representing the workmen came together and agreed to a settlement. Eleven days later, however, the men were all out again, under a claim that the company had failed to discharge all the non-union men, as it was asserted they had agreed to do. Non-union men were obtained by the company, and when the Board called again upon the managers, on January 3, the company contended that they had done all that they agreed to do, that the fault was with the union, that they had already a sufficient number of workmen, and that there was nothing to settle.

At the time of writing this report the union insists that the controversy is still open and unsettled.

PACIFIC MILLS—LAWRENCE.

The Board received, on December 18, a communication from the spinners employed in the Pacific Mills, at Lawrence, complaining that, being dissatisfied with their wages, they had some weeks previously presented, through their overseer, a request for an increase. No satisfaction had been obtained, and they desired the counsel of the State Board in the matter. In compliance with the request contained in the letter, the full Board went to Lawrence on the following day and met a committee of the spinners. A full statement of the circumstances was made, and the Board undertook to see the treasurer and lay before him the matters complained of. Accordingly, on the 7th, the Board had an interview with the treasurer and the agent of the mills, in Boston, and the matters complained of were thoroughly discussed.

The Board was informed that, at the time of the visit to Lawrence, the agent had already taken into consideration the question of equalizing the wages of the spinners; that the subject would be further considered by him and the treasurer, and

that the Board would be notified in a few days of their proposed action.

On the 23d the agent laid before the Board a proposed list, which he stated would increase the wages of the spinners about seven per cent. He afterwards communicated the same to the workmen directly, and no further complaint was made to the Board.

SWETT CAR WHEEL AND FOUNDRY COMPANY — CHELSEA.

A notice in writing was received, on December 21, that on December 12 a strike occurred on the part of the moulders and helpers employed by the Swett Car Wheel and Foundry Company at Chelsea. The strike was occasioned by a notice received that day, that thereafter a deduction of thirty cents would be made from the moulders' wages for each chill crack. Previously the deduction had been fifteen cents, and the change was made for the avowed reason that the number of defective wheels had largely increased, and it was necessary to do something to make the workmen more careful. The men contended that the fault was not with them, but in the stock and moulds furnished by the company.

After conferring with the striking workmen, the Board called on the manager of the company, and were informed that the men had discharged themselves, and others had been employed in their places; that the new men were doing satisfactory work and were earning good wages. The manager

said further, that, had the men on the day of the strike gone to him and presented their grievances, he would have listened to them, and would have been willing to submit the case to arbitration, if necessary to prevent a strike, but it was then too late.

Subsequently, acting under the advice of the Board, a committee of the workmen called on the manager and asked for a conference; but the request was refused. The men then decided not to prolong the controversy, but to get work wherever they could.

The foregoing annual report is respectfully submitted.

CHARLES H. WALCOTT,
RICHARD P. BARRY,
EZRA DAVOL,

State Board of Arbitration.

Boston, Feb. 1, 1893.